

ULENDO SAFARIS (MALAWI) LIMITED STANDARD TERMS & CONDITION OF BUSINESS

Please read the following summary of Ulendo Safaris **Terms and Conditions of Business** carefully, as they set out the terms and conditions of the contract between you and Ulendo Safaris Limited (herein referred to as "Ulendo" or "The Agent"). We provide our clients with travel and/or other services on behalf of principles and or other agents engaged in, or associated with the travel industry, including inter alia, airlines, tour operators, hotels, safari operators, car hire and other providers of air, land, sea or any other travel arrangements, products or services. As booking agents for third party suppliers of the component parts of the itinerary we organize, bookings for their services will form a direct contract between you and the relevant airline or service provider, and will be subject to that supplier's standard terms and conditions. Ulendo Safaris is a limited liability company registered in Malawi under the Companies Act 19 of 1984 and possesses all licenses and permits necessary to conduct business as a tour operator and travel agent in our areas of operation, including but not limited to IATA accreditation. These Terms and Conditions of business shall be governed by the laws in force in the Republic of Malawi. By agreeing to use the services of Ulendo Safaris Limited you irrevocably submit to the non-exclusive jurisdiction of the High Court of the Republic of Malawi for determining any dispute concerning this agreement. We may legally assign any of our rights and obligations under this agreement at any time by giving you notice. Your use of our travel services, website and reservation facilities are subject to the following Terms of Service and Trade:

Fares, Prices and Quotations

- (1) The costs associated with travel arrangements are not always stable, and currency movements can fluctuate sharply. We reserve the right to pass on any surcharges imposed to cover increases in transportation costs, including the costs of fuel, security charges, taxes or fees chargeable for services such as taxes or airport fees or exchange rates applied to particular services to customers.
- (2) Any enquiry for travel services constitutes a request only and fares or prices cannot be guaranteed until full payment has been received and final documentation issued.
- (3) Airfares are subject to prices and conditions quoted by airlines and cannot be guaranteed by Ulendo. The authorized person making any reservations, and the passenger have the responsibility to check for any changes in prices before making final payment thereof.
- (4) Airfares and prices displayed in promotional materials, advertisements, brochures, E-Traveller may not include taxes, fees or airport charges and are subject to availability. Prices quoted do not include any items or services not specified in the booking confirmation, and which items may include but are not restricted to: airport taxes, cost of obtaining visas, telephone calls, laundry, meals etc
- (5) Ulendo do not guarantee final cost of air fares and taxes until ticketing when prevailing IATA rate will be applied.
- (6) E-Traveller bookings constitute a booking request, it is the passengers responsibility to abide by the rules of the fare. Quotes are not guaranteed until the booking is confirmed by our consultants.
- (7) Airlines and other suppliers reserve the right to change their prices without notice.

Travel Documentation

- (1) Travellers will be responsible for ensuring that they are in the possession of the correct documentation prior to their departure. Passports are required for international itineraries.
- (2) Many countries require that foreign nationals entering hold a passport with at least six months validity and spare pages in their passport for visa's. While Ulendo may assist in providing relevant travel information, this information is supplied in good faith; however should be treated as a guideline only. The final responsibility for ensuring documentation is correct is that of the individual traveler.
- (3) Ulendo will not be held responsible for tickets lost by couriers or any third party.
- (4) Ulendo shall not be responsible for refused boarding by airline or entry to any country included in an itinerary. Any consequences whatsoever should the traveller fail to ensure that he/she has complied with the necessary health, passport, visa, re-entry permits, or other legal requirements are the sole responsibility of the traveler.

Accuracy of Information

Ulendo Safaris does not endorse or recommend any particular travel service provider. Ulendo and its third party suppliers have taken reasonable care that all travel information, listings, brochures, promotional materials and website content is correct but is subject to amendment at any time without notice. Such information is published in good faith. As customer/user you acknowledge and accept that: Ulendo cannot and has not checked the accuracy of all information provided by travel service providers.

Lost Travel Documents

Lost airline tickets cannot be reissued and passengers will be required to purchase new tickets and may only apply for a refund on production of a police report and after 12 months from scheduled date of travel. These requirements are enforced by airlines.

Booking Confirmations, Cancellation and Amendments

- (1) "The booking" or "the reservation" refers to part, or all of the travel arrangements for transportation, accommodation and other travel/tourism services made on behalf of a client with Supplier/s, and excludes services of a peripheral nature.
- (2) All bookings are made subject to the terms and conditions specified by the Supplier/s and by making a reservation through Ulendo, you become contractually bound to the Supplier/s' terms and conditions pertaining to booking.
- (3) Wherever possible, Ulendo Safaris will endeavor to confirm the status of any booking in writing, but we may not always be able to do so. In such cases, failure to provide written confirmation shall not be considered to negate the validity and conditions of the booking or to constitute an act of negligence on behalf of the company.
- (4) Confirmation of the booking and/or payment of the deposit, shall constitute acceptance of Ulendo's Terms and Conditions
- (5) For any travel service provided by Ulendo, with the exception of flight reservations which are covered under clause 6 below, a deposit of a minimum of 25% of the total invoice is required before arrangements can be confirmed. Full payment is required at least 30 days prior to departure. We reserve the right to cancel any reservation, without notice, should payment not be received within these terms.
- (6) In the case of flight reservations, full payment is required at the time of ticketing unless prior credit facilities have been approved by Ulendo. In the case of corporate accounts written acceptance of final cost and authority to charge services to your account is required before travel documents can be issued. Payment must be made, in full, for all tickets issued regardless of whether they are used or submitted for refund.
- (7) Airlines reserve the right to cancel unticketed reservations or duplicate bookings in cases where passengers are holding multiple reservations through other agents. Ulendo Safaris will advise you of ticketing time limits which may apply and cannot be held responsible for cancelled seats for any reservation which has not been ticketed.
- (8) Certain fees may be payable in respect of transactions provided by Ulendo, as notified at the time of the relevant reservation. These fees may include cancellation fees and, where amendment is permitted, amendment fees. In some cases, Ulendo may impose cancellation and/or amendment fees in addition to those imposed by travel service providers. Unless otherwise notified to you at the time of entry into the relevant transaction, a charge of USD25 is payable to Ulendo in respect of any cancellation, and a charge of USD15 is payable for each permitted amendment. Before entering into a transaction, you should carefully check to see whether any other cancellation or amendment fees apply.
- (9) In the event that any supplier is unable to provide the service confirmed to you, Ulendo or the Supplier may substitute alternative arrangements to those set out in the original booking.
- (10) In the event of cancellation of the booking for any reason whatsoever, partially or in full, by or on behalf of you, Ulendo reserves the right to claim the services, communication & cancellation and administration charges reasonable in the circumstances & which charges will inter-alia depend on the debits Ulendo receives from the Supplier/s. Tours cancellation charges will apply as follows:
 - 30+ days prior to scheduled departure = USD75;
 - 14-30 days prior to departure = 50% of total itinerary;
 - 7-13 days prior to departure = 75% of total itinerary;
 - Within 7 days of departure = 100%.

Credit Cards

Credit card transactions are charged at an additional percentage on land arrangements and for select airlines. This charge will be advised at the time of purchase of the services. If the cardholder is not one of the passengers travelling, we require the cardholder to physically present the credit card and identification to us in our office. No responsibility can be accepted for any breaches of security. Ulendo will not be responsible for any charges that appear on a traveller's credit card, nor accept responsibility for having any of these charges reversed upon the traveller's return.

Indemnity

As a condition for your use of Ulendo services or travel web site, including any service or facility such as the booking engine, you agree to indemnify the Agent from and against any liability, damage or loss that the Agent incurs or suffers as a result of any action, inaction or omission on your part.

Credit Facilities

Select corporations, tour operators, NGO's and diplomatic missions may apply for credit terms with Ulendo. Detailed terms of credit need to be agreed to by the applicant, in writing, and accounts are payable on presentation of statement or in accordance with the terms of the Travel Service Agreement between Ulendo and the account holder.

Limitation of Liability

Any Agent's role in relation to your travel arrangements is limited to facilitating your booking and arranging travel documentation, payments and refunds as applicable. Ulendo accepts responsibility for the performance of this role and for the negligence of its employees. However, to the maximum extent permitted by law, we disclaim all liability for any technical errors, corruption of any data, unauthorised access to your personal data, inaccuracies in information supplied by third parties, or failure by the Agent to complete bookings where that failure is due to circumstances beyond its control. Ulendo accepts no responsibility or liability for any failure or delay on the part of any third party in providing travel services to you where your booking has been properly processed by it; nor is Ulendo responsible for any acts or omissions of airlines or other third parties in the course of delivery of such travel services. Where Ulendo is liable to you under these terms and conditions its liability will be limited to providing the relevant booking services again or to refunding money paid in relation to services not provided because of our default. Where refunds are due to you from airlines or third party suppliers of travel products or services, Ulendo will provide reasonable assistance to you in claiming such funds from those suppliers and pass any refunds secured, less administration costs, to you once authorized by the supplier. Under no circumstances will Ulendo be liable for direct, indirect, consequential or incidental damages including but not limited to lost profits or savings or damages for disappointment. Neither Ulendo, nor any holding, parent, subsidiary, affiliated or associated company or representative of Ulendo shall be liable for any loss, injury of, or damage to your person and/or property whatsoever arising from any actions, errors or omissions on the part of the Supplier/s. If in the opinion of the Company the fulfillment of any tour is considered impossible, illegal or inadvisable because of weather conditions, unrest, strikes, war and/or any other adverse factors beyond the Company' control, the Company may at any time cancel such tour or what remains of it or make alterations to the route, accommodation, price and/or any other aspect thereof as it deems fit, and any losses and expenses resulting from such cancellation shall be for the account of the customer.

Refunds

- (1) Refunds on services booked by Ulendo will be subject to cancellation and refund policies and penalties of individual airlines and service providers. While Ulendo will endeavor to speedily process and secure refunds for you, we cannot guarantee nor authorize any refund on behalf of the service provider.
- (2) No refunds on tours or ground arrangements will be made for no-shows, or any unused services irrespective of whether they form part of the basic inclusive tour price, or whether they are in respect of pre-booked optional arrangements.
- (3) Applications for refunds on unused or partially used airline tickets must be submitted to Ulendo with the original, unused airline ticket which is required by the relevant airline for assessment. Should a refund be authorized by the airline such refund will be made to the person who paid for the original ticket, less any cancellation or administration charges. Only tickets issued by our office will be processed by Ulendo.
- (4) For the travellers who have a corporate credit account with Ulendo, full payment for the unused airline ticket or travel service provided is still required under the terms of your credit facility with Ulendo and may not be deducted from balance reflected on your statement.
- (5) Refund applications pertaining to tickets or travel arrangements older than one year from the date of issue or departure, whichever is the older will be regarded as expired and non-refundable.

Travel Insurance

All travellers are advised to, and are solely responsible to, take out comprehensive travel insurance and to familiarise themselves with any exceptions and conditions as may be imposed by the insurance company or underwriters issuing the policy of insurance which they select. Ulendo shall not be responsible or liable for any

information which it or its representatives furnish in relation to travel insurance; or for filing/prosecuting a claim on the traveller's behalf against any insurer/underwriter who has issued a policy to the traveller; for any claim disputed/rejected by the insurers.

Unscheduled Extensions

In the unlikely event of there being an unscheduled extension to the holiday caused by flight delays, bad weather, strikes, or any other cause which is beyond the control of Ulendo Safaris, it is understood that the expenses relating to these unscheduled extensions, (hotel accommodation etc.), will be for the account of the passenger. Ulendo accepts no liability for changes, omissions or delays before or during the course of any holiday occasioned by technical difficulties, weather conditions, strikes or communication breakdowns or the like.

Warranties

To the maximum extent permitted by applicable law, Ulendo grants no warranties, express or implied, regarding our travel web site and any service or facilities provided including online booking engine. Any service or facility are being offered to you "as is". Ulendo will not be liable to you for the breach of any alleged warranty.

Clients Responsibility

By requesting or registering for any service provided by Ulendo Safaris, you warrant to us that you have appropriate legal capacity and are duly authorized (where necessary) to effect a booking transaction or service request directly or through our travel website. You must read the travel-specific terms and conditions at the end of these terms and conditions and convey all information set out in those terms and conditions to any other parties covered by any booking you make. You must not use Ulendo Safaris travel services for any activities which breach any laws, infringe any party's rights, or breach any standards, content requirements or codes promulgated by any relevant authority. You must not use Ulendo Safaris services in any way which interferes with other clients or users of our services or defames, harasses or menaces anyone. You acknowledge that copyright subsists in all software, including HTML code, provided in association with Ulendo's online E-Traveller Service. You must not modify, copy, transmit, display, perform, publish, license or create derivative works from any information or software accessed by means of the Service.

Changes to these Terms and Conditions

The Agent has the authority and the right to at any time it sees fit to change or modify all or any part of these terms and conditions.