

# LION WORLD TRAVEL TERMS & CONDITIONS

Please read the following terms and conditions. They limit our liability; limit the liability of air carriers, and state terms and conditions of your trip. By submitting your deposit, you are of sufficient age to use our services and can create binding legal obligations in connection with your use, you are legally authorised to act on behalf of those you represent and accept all of these terms and conditions for yourself and anyone you are representing.

Lion World Travel reserves the right, in our sole discretion, to change these Terms and Conditions at anytime. The Terms and Conditions in effect at the time of your booking shall apply to your booking; we reserve the right to make any changes to these Terms and Conditions at any time prior to you making a booking. Your continued use of our services, including continuing to use or maintain any bookings after any changes to the Terms and Conditions, constitutes your consent to the changes. These Terms and Conditions cannot be modified except in writing by an officer of Lion World Travel.

If you are making a booking as a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. We will not be liable for a group leader's failure to share these Terms and Conditions with all travelers in their group.

The terms "we", "us", "our", and "Lion World Travel" refer to Lion World Travel. The term "you", "traveler", "guest" or "participant" refers to the traveler making a booking with us and all members of their group.

#### **HOW TO BOOK**

Contact your professional travel agent or call Lion World Travel at 1-800-387-2706.

**Reservations:** Should be made well in advance as some lodges are limited in size and can sell out well in advance of your preferred travel dates. To assure better availability at your first choice of accommodation, an early reservation is essential.

**Deposits:** A non-refundable deposit as stipulated is required to guarantee your booking – all amounts are per person:

Small Group Safaris inclusive of international Air: 10% of the total value of all itineraries plus \$300

Small Group Safaris excluding international Air: 10% of the total value of all itineraries



Custom & suggested website itineraries: 20% of the total value of the itinerary. Additional deposits may be required by suppliers.

Air tickets: Full payment at time of booking. Penalties subject to airline policies

We reserve the right to request additional payment at any stage should any suppliers' conditions so require. If your departure date is within 120 days, full payment will be required at time of booking and is non-refundable.

**Important note:** The price for your air inclusive tour is subject to increase on your air portion, prior to the time you make full payment. However, the price is not subject to increase after full payment on your air portion has been made. We strongly suggest that you pay your deposit as early as possible to avoid any increases. This applies to all airfares booked in addition to land only packages too.

**Final payment:** Final payment is due 120 days prior to departure unless otherwise specified. Final payment can be made in the form of cash, credit card, bank wire transfer or certified check.

# **CANCELLATIONS: CONDITIONS AND CHARGES**

- a) Full deposit is forfeited for cancellations made up to 90 days prior to departure, in addition to airline penalties as per the airlines Terms & Conditions
- b) 100% of total trip per person cost is forfeited for cancellations made 89 days or less prior to departure \*.
- \* In most instances, unused airline tickets are not refundable. Certain packages, including but not limited to, Small Group Safaris are 100% non-refundable from time of booking.

Safari companies with which we are affiliated require proof of travel insurance, including trip cancellation & trip interruption, and emergency medical coverage, upon confirming a booking. It is your personal responsibility to ensure you have sufficient insurance coverage.

### **INCLUDED IN TOUR PRICE:**

Please note Small Group Safaris are based on a minimum of four passengers traveling per departure.

**Accommodations:** As specified in the itinerary, or similar, will be provided in hotels, lodges, and camps, based on two persons sharing a room with private bath or shower. We may substitute hotels, camps, and lodges when we consider it necessary or appropriate. Service charges and taxes are included for all accommodations.



**Single Accommodations:** If available, are at additional cost, as indicated in the programs. If a single room is utilized due to unavailability of a roommate, or roommate cancellation, the single room supplement will be charged. Single supplements are based on a minimum number of passengers traveling together (four on Small Group Safaris and two on other website itineraries).

**Meals:** Are provided as specified in each program.

(B) Breakfast, (L) Lunch, (D) Dinner.

**Transfers:** Between airports, rail stations, motorcoach terminals and hotels are provided, when specified. Transfers include up to two pieces of luggage per person. Airlines and charters may be more restrictive as to luggage they allow, and you are also subject to their restrictions.

**Sightseeing:** As specified in each itinerary. We try to use the most modern, comfortable transportation available in the locality, with English speaking drivers/guides.

**Airline Baggage Limits:** Airlines limit the number, size (dimensions) and weight of baggage. They may charge fees for checked baggage. The limits and fees and circumstances vary by airline, country, domestic or international flight, airplane size and type, and other factors, and they can change at any time. You must check with the air carriers in your itinerary for current baggage restrictions and fees.

On certain flights within Africa additional luggage restrictions apply. Some details are stated in tour documents.

**Baggage:** On certain flights within Africa, you are only permitted one soft-sided bag, weighing no more than the limit stated in your tour documents. The weight limit will be set at 44 lbs. or lower and may be as low as 25 lbs. depending on aircraft type and destination. Passengers are responsible for arranging and paying to store excess baggage. Luggage and personal effects are at owner's risk throughout travel.

**Tour Planning:** Tour planning, preparation, marketing, and operational costs are included in the tour price. These prices are based on tariffs, taxes and exchange rates in effect at the time of printing/publishing. Lion World Travel reserves the right to increase tour prices due to changes in tariffs, taxes, or exchange rates. Lion World Travel reserves the right to collect a \$500 Commitment to Travel should more than two revisions to itineraries are required. This amount is non-refundable and will be used towards your balance of payment.



**Revisions to Itinerary:** A fee of \$100 will be charged for a revision to a confirmed itinerary plus third-party penalties, and seasonal increases if applicable. We cannot guarantee that it will be possible to make your requested revision.

**Late Booking Fee:** A fee for additional communications and expedited mail costs will be charged when applicable.

#### NOT INCLUDED IN TOUR PRICE:

**LAND ONLY** prices do not include airfares, US & International Taxes & Fees imposed by governments and airlines, costs to obtain passports, visas, inoculations, PCR testing, excess baggage charges, all items of a personal nature such as drinks, snacks, laundry, phone calls and cables, internet, paid T.V. entertainment, meals not specified in the itinerary, medicines, personal and baggage insurance, local airport taxes and tips/gratuities to baggage handlers, waiters, hotel staff, game rangers, trackers and sightseeing drivers and guides. These are examples of non-included items and are not an exhaustive list.

Prices quoted are based on costs, charges, tariffs, rates, prices, taxes, levies, exchange rates and other considerations at the date of the price quote. These and any other taxes and fees are subject to change until the time of purchase. For up-to-date pricing contact your Africa Specialist. No surcharge regarding cost or currency fluctuations will be made to a LAND only price after the deposit is received. This excludes potential fuel surcharges, taxes, charges, or levies imposed by any government or its agencies and also airport taxes. No refund or credit will be provided on account of costs being reduced. The price does not cover costs and expenses, including your return home, if you leave the tour, whether by your own choice, due to illness, action by any government, or other reason.

**Refunds:** Applications for refunds must be made in writing to Lion World Travel within 30 days of tour termination. There is no refund for missed meals or services, absence from all or part of a tour, for any number of consecutive or non-consecutive days, or unused hotel accommodation. Many other kinds of circumstances are also not a basis for a refund.

Passport/Visa/Inoculation/Insurance: Valid passports are required for international travel. Visas are required for travel to many areas. Many countries also have immunization requirements as well as Covid testing requirements. Some countries require foreign visitors to have valid medical insurance on entry. Requirements vary by country and can change. You should obtain up to date information from authorities of the countries involved. Lion World Travel shall not be liable for delay or denial of entry

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Toll Free: 1.800.387.2706



due to inability to satisfy entry requirements or entry authority's questioning or refusal to accept proof of meeting entry requirements.

**Guests with Disabilities:** Lion World Travel welcomes guests with special needs or disabilities. Guests must inform us in advance, as early as possible, of any physical, medical, or other special needs that require accommodating.

We will make reasonable modifications to our policies, practices, and procedures, when necessary, unless doing so will fundamentally alter the nature of the services.

Safety of Yourself and Others: Guests must ensure they and those under their care are medically and physically able to travel. Lion World Travel may impose safety requirements. We may exclude from participating in travel or from any activity, an individual whose participation poses a direct threat to health or safety that cannot be eliminated by reasonable modification of our policies, practices, or procedures or by the provision of auxiliary aids and services. A decision to exclude an individual will be based on an individualized assessment based on reasonable judgment that relies on current medical evidence or the best available objective evidence to determine the nature, duration and severity of the risk, probability that potential injury will occur and whether reasonable modifications of policies, practices or procedures will lower the risk.

Lion World Travel does not provide personal devices (such as wheelchairs, hearing aids or prescription eyeglasses) or services of a personal nature (such as feeding, dressing or toileting). A traveler who requires services of a personal nature feeding, dressing or toileting, as examples) should consider bringing a companion to provide the assistance and understand that other travelers and staff will not be available for such purpose.

We do not employ or provide medical personnel. Any needed medical attention must be sought at a local facility, if available, at guest's expense.

Lion World Travel is not responsible or liable for loss or cost incurred due to unavailability of medical services, inability to obtain or delay in obtaining medical services, or level of care of services received.

Some tours can include rough terrain, walking over unpaved or uneven pavement, steps, locations which may not be easily accessible or accessible by wheelchair, bumps, and other challenging conditions.

For various parts of the trip, arrangements are made with carriers, hotels, and other independent suppliers. They are independent entities which Lion World Travel does not control. We cannot assure disability access or accommodations.



## PERSONAL RESPONSIBILITY:

Please refer to the World Health Organisation and government health bodies for more information about current risks as a result of contagious diseases. We ask that you please take personal responsibility for your well-being. This begins with packing any personal protective equipment and sanitizer you require. Please adopt physical distancing and hygiene practises throughout your travel arrangements and follow all health instructions from official government workers and staff once you are in Africa. In choosing to travel with Lion World Travel, you voluntarily assume all risks related to exposure to illnesses.

**LIMITS OF RESPONSIBILITY:** Lion World Travel, Toronto, Canada, your travel agent, tour operators and subcontractors of services act only as agents for the supplier regarding your travel, whether by plane, car, motorcoach, ship, railroad, or other transportation mode, and shall not be liable for injury, damage, loss, additional expense, accident, delay, schedule change or other irregularity. Any of these, and other events, may occur, whether due to use of or defect in a vehicle, any event or circumstance beyond the reasonable control (force majeure) of Lion World Travel, which has the effect of preventing, restricting or changing the nature of the products and services purchased from Lion World Travel including but not limited to man-made or natural disasters or strikes, civil unrest on any scale including acts of war, insurrection, civil uprising, military action, terrorism, pandemic (including without limitation all Covid-19 being coronavirus disease, an infectious disease caused by the SARS-CoV-2 virus and all variants of the SARS-CoV-2 virus), and epidemic and such perils which would prevent or deter guests from travelling to any location. In addition, weather, acts of God, acts of government, any local potential, economic, social, or geographical, circumstances or other act or incident or occurrence or omission, in either the country of origin, destination, area of passage or elsewhere, or for other reason, or due to acts or default of any company or person involved in arranging the tour, or in the chain of supply.

All such injury, damage, loss, additional expense, accident, delay, schedule change or other irregularity will be at the risk and cost of the guest.

**CHANGES:** When services and accommodations described in your quoted & booked intended itinerary cannot be supplied or the itinerary is changed due to delays or other causes of any kind or nature beyond Lion World Travel's control, Lion World Travel may seek to supply comparable services, accommodations, and itineraries. There shall be no refund in these circumstances. Lion World Travel reserves the right to make changes to the itinerary and/or cancel any tour and shall have no liability whatsoever from or relating to such adjustments or cancellation.



Lion World Travel shall not be responsible for loss or damage to luggage, before, during or after the tour.

**Airline Contract:** The passenger contract in use by airlines is between the airline and the purchaser of the ticket. Airline prices are based on prices in effect prior to or at the time of printing this document or at the time of the price quote, inclusive of fuel surcharges and other airline, airport and related charges and taxes, and are subject to change without notice until the time of purchase.

**Airline Schedule Changes and Cancellations**: If the airline notifies Lion World Travel of a major schedule change, we will notify you by email. Changes in flight time or operating airline will not result in eligibility for reimbursement or reduced change fees should you not accept the schedule change offered by the airline.

If the airline cancels your flight(s) it is their responsibility to protect you on alternate flight(s). If the airline is unable to protect you on alternative flight (s) Lion World Travel will attempt to secure new flight arrangements for you at the available prices, the new airfare will be yours to pay for before tickets can be issued. Should you not accept the new air itinerary within the timeframe allowed the air will be released. Land penalties incurred as a result of not accepting alternative flights arrangements may not be covered by insurance.

Air Bookings and Restrictions: Lion World Travel is not responsible for denied boarding or reissue costs due to an incorrect name, date of birth, passport information, or gender information you have provided to us. Flight itineraries provided prior to ticketing are subject to change without notice. Lion World Travel is not responsible for any inconvenience, or any costs or fees incurred by delays, lost luggage, or disruption of air service. Flight itineraries provided are subject to change by the Air Carrier(s).

**Seat Assignments and Special Services**: Requests for seat assignments, special meals and special services will be made on flights booked by Lion World Travel but are subject to availability. Not all airlines offer pre-assigned seats; some may charge for pre-assigned seats and any additional charge imposed by the airlines will be at your expense. Seating is solely under the airlines' control, as are itinerary changes, flight delays and schedule changes. Some airfares used by Lion World Travel are not eligible for frequent flyer mileage or seat upgrades.

## **ADDITIONAL RISKS:**

Additional risks and dangers may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, automobile, aircraft and other means of conveyance, forces of nature, political unrest, other unrest, hazardous local customs and practices, differing levels of sanitation, differing standards of safety, risks



associated with water, food, plants, insects and differing animal regulation, accident or illness in areas lacking means of rapid evacuation or medical facilities, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks.

You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks.

As lawful consideration for the agreement with Lion Word Travel to participate in such trips and activities you agree you will not make a claim against Lion Word Travel or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, traveling to or from, or in any and every other way participating in the tour. You release Lion World Travel and its personnel from any and all claims, known or unknown, arising from contracting for, traveling to or from, and in any and every way participating in a tour.

This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, including minors accompanying you. This agreement also binds your heirs, legal representatives, and assigns.

International Treaties: Transportation companies, airlines etc. are not to be held responsible for any act, omission or event during the time guests are not on-board planes, transportation, or conveyances. We rely on international conventions which may apply to services provided by us, our suppliers, or agents with respect to any claim of any nature brought by you against us as a result of the provision of the services. International conventions which apply may, depending on the circumstances, include: Warsaw Convention 1929, (as amended by Hague Protocol and Montreal Protocol) in relation to air travel, or Montreal Convention; the Berne Convention for rail travel; Athens Convention 1974 for carriage by sea; the Geneva Convention for carriage by road and the Paris Convention 1962 for Hotels. We are to be regarded as having all the benefits of these conventions on limiting our liability in relation to any claim for death, injury, loss, damage and delay to guests and luggage.

We try to ensure accuracy of information at the time of printing/publishing. However, error is possible. Lion World Travel shall not be liable for printing or typographic errors, or human errors or errors arising from unforeseen or other circumstances.

These terms cannot be varied except in writing by an officer of Lion World Travel. If any portion of this Agreement is unenforceable, the remaining portions shall remain in full force and effect.

Lion World Travel shares the coverage available under the USTOA \$1 Million Travelers Assistance Program with affiliates of The Travel Corporation who, as an Active Member of the USTOA, is required to post \$1 Million with USTOA to be used to reimburse, in accordance with the terms and conditions of the USTOA \$1 Million Travelers Assistance



Program, the advance payments of Lion World Travel's customers in the unlikely event of Lion World Travel's bankruptcy, insolvency or cessation of business.

Further, you should understand that the \$1 Million posted by The Travel Corporation and shared among its affiliates may be sufficient to provide only a partial recovery of the advance payments received by Lion World Travel. More details of the USTOA Travelers Assistance Program and a list of affiliates may be obtained by writing to USTOA at 345 Seventh Avenue, Suite 1801, New York, New York 10001, or by email to information@ustoa.com or by visiting their website at www.USTOA.com.

All Prices are in U.S. Dollars unless otherwise specified.