

## 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 accepting final tour documents you accept all these terms and conditions.

### **HOW TO BOOK**

Contact your professional 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 sell out well in advance for certain times of the year. To assure better availability at your first choice of accommodation, an early reservation is essential.

**Deposit:** A non-refundable deposit of between 25% and 50% of the package price is required to guarantee the booking. We reserve the right to request additional payment at any stage should supplier conditions so require. If departure date is within 95 days, full payment will be required at time of booking.

**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 air portion as your deposit to avoid any increases.

**Final payment:** Final payment is due 95 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) \$750 cancellation fee will apply for cancellations made up to 95 days prior to departure\*, plus applicable airline cancellation penalties.

b) 50% of total trip cost is forfeited for cancellations made between 94 and 61 days prior to departure\*.

c) 100% of total trip cost is forfeited for cancellations made 60 days or less prior to departure\*.

**\*Plus applicable third party charges.**

In most instances, unused airline tickets are not refundable. Certain packages are 100% non-refundable from time of booking. Safari companies with which we are affiliated require proof of travel insurance, including trip cancellation & interruption as well as emergency medical coverage upon confirming a booking. It is your personal responsibility to ensure you have sufficient insurance coverage.

## **INCLUDED IN TOUR PRICE:**

**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. Please note our tours are based on a minimum of two passengers traveling.

**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. Lion World Travel reserves the right to increase tour prices due to changes in tariffs, taxes or exchange rates.

**Revisions to Itinerary:** A fee of \$100 will be charged for a revision to a confirmed itinerary plus third party penalties if applicable. We do not assure 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, all US and International Taxes & Fees imposed by governments and airlines, costs to obtain passports, visas, inoculations, 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 printing this brochure or 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 travel agent. 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. 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 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 eye glasses) 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 outside North America.

**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, act of war, insurrection, civil uprising, military action, strike, weather, disaster, terrorist act, act of God, act of government, 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 quoted & booked 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.

**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, also 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. 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](mailto:information@ustoa.com) or by visiting their website at [www.USTOA.com](http://www.USTOA.com).

**All Prices are in U.S. Dollars**