

General standard Terms and Conditions (GTC) of Good African Tours May 2014

We are glad you chose us to be your travel agent. With the acknowledgement of your booking, you automatically agree to our general standard terms and conditions (GTC). Thus comes about a contract between client and provider (Good African Tours) which leads to both rights and duties for both parties. We hereby recommend you to read and study these thoroughly.

1. Validity and subject of General Terms and Conditions

The GTC are valid for all services and products that will be performed for the client by Good African Tours (named "provider" in the following). Different arrangements are valid only if client and provider have agreed on them explicitly and in written form.

General or special terms and conditions contradicting these GTC will not be accepted by the provider and are not valid in the relation between provider and client.

2. Conclusion of contract

The contract between provider and client will be concluded with the unconditional acceptance of your written, telephone or personal registration at your booking post. Content and extent of the services result from the available document and possible individual arrangements respectively.

3. Services by provider

The provider offers services that are fulfilled with the best of its ability and with utmost care.

Prices are in Swiss franc or, for foreign clients, in US Dollars. We charge due to the valid list prices on date of booking. The provider is entitled to additionally charge a partial cost for consultation and reservation.

At any time, the provider has the right to change nature, extent, price, conditions and ways of purchase of its provided services and to refuse the latter in case of delayed payment or other neglect of duty.

The provider is particularly entitled to cancel a journey or event if the necessary minimum number of people is not reached. The minimum number is each noted in the tender. In the case of this event, clients will be noted 30 days before the given beginning of the journey at the latest.

4. Force majeure, Strike

If it is not possible for the provider to fulfil its obligation to perform the contract, due to interruption of operation, lack of employees, strikes, unfulfilled deliveries, fire, war, order of authorities, fundamental changes in currency or because of force majeure, the provider will be released from this obligation. In this case, the provider will inform the client as soon as possible and will endeavour to provide an equal trip. The costs of the cancelled trip will be deducted from the cost of the alternative trip. If the client does not wish to take part in the alternative trip, he will be refunded all paid costs. Further demands will be out of question.

5. Rights and duties of the client

The client is committed to pay the agreed-upon price. The client is further committed to take all precautions so the provider can offer its full services to the client. The client has no right to change travel

destination, travel dates or accommodation after conclusion of the contract. The client has to make sure that he has all necessary travel documents, possibly needed vaccinations, and that he obeys and respects possible custom duties and other restrictions.

Disadvantages that evolve because the client does not follow these rules or cannot provide necessary documents are completely at the client's expense. The provider rejects any liability or claims for compensatory damages in this context.

On travels, which are not accompanied by the provider, the client has to make sure on its own to get the approval for the return flight. Necessary data can be found on the airline's website. Possible costs due to failure of client are completely at the expense of the client.

6. Invoicing, payment conditions and delay

The client is obliged to pay all invoices completely. The client has to make an advance payment of 30% of the travel costs within 30 days after conclusion of contract. The remaining balance has to be transferred 30 days prior to commencement of journey at the latest.

At the issuing of flight tickets, the full amount incl. airport taxes and fuel surcharges has to be paid within 5 day of booking.

If the client does not pay the deposit or remaining balance within the above-mentioned period of time, the provider is entitled to charge an expense fee of CHF 200. - / 200 USD to the client without any further demand. Likewise, if the client wants any later changes in the booking, the provider is entitled to charge a maximum service fee of CHF 200. - / 200 USD.

The client will receive all travel documents after complete payment only.

7. Withdrawal

The client has the right to withdraw from the booking prior to commencement of the journey. The provider has to be notified of the possible withdrawal always in writing. In any event, the withdrawal notification has to reach the provider before the commencement of the journey (date as postmark or email).

In the case of a withdrawal, which is, neither due to responsibility of the provider nor force majeure, the provider can claim the following compensation from the client, for all the services provided before withdrawal:

Until 63 days before commencement of journey of travel costs	30%
62 to 31 days before commencement of journey of travel costs	50%
30 to 16 days before commencement of journey of travel costs	80%
15 to 0 days before commencement of journey of travel costs	100%

The withdrawal fees are due immediately after announcement. If flight tickets are being cancelled, the provider can claim CHF 100.- / 100 USD per ticket from the client; have the tickets already been issued a fee of CHF 100.- / 100 USD additionally to the tickets costs arises.

We recommend a travel cancellation insurance, which covers the services of the provider.

If the trip has to be cancelled due to urgent circumstances (especially own illness, accident, serious illness or death of a close person), the provider will make all efforts to help the client with an early departure. Nonetheless we recommend an appropriate insurance.

8. Liability

The provider endeavours to offer a high level of professional services.

The provider does not incur liability for any statements or data in advertisements and offers. The provider does not incur liability for the final destination. He guarantees only to provide the promised services according to the fields common care standards.

The provider does not incur liability or guarantee for any light or medium negligent violation of care, which have occurred in the context of his providing services to the client.

The provider is only liable for proved deliberately or recklessly occurred damage of the client. Liability for consequential and indirect damage will be out of question. We especially point out to the client that he has to take care of secure storage of valuables (e.g. cash, jewellery, credit cards, Photo-, Video-, and Communication hardware, etc.) himself. In the case of loss, damage, misuse or theft, the provider does not incur any liability for the former.

9. Trips with local operators

It is possible to book several journeys and trips with local operators, next to the planned travel schedule. These trips can entail great risk (e.g. hiking in great heights, danger due to local animals, climatic influences, local occurrences, etc.) The provider does not incur liability for services from third parties. It is the responsibility of the client if he wants to be part of such a trip, and to endeavour to have the necessary insurance. Possible services of third parties will be issued directly through them and have to be directly paid to them.

10. Exclusion of liability for Safari and Trekking

Most accommodation places in most game reserves and National Parks are not enclosed and the animals can move around freely next to them.

Each traveller knows about this risk and visits these areas and parks at their own risk. Mountain climbing entails various dangers and risks. Every client has to be aware of these dangers and is himself responsible for his or her health. It is not possible to demand satisfaction for damages from the provider.

11. Rights to intangible assets

The content of all services offered by the provider are protected by copyright. The use and payment of services through the client does not result in assigning rights to intangible assets.

12. Data protection

The provider takes all reasonable measures to secure all stored data. Attacks of third parties on stored data against the provider or his contract partners do not lead to liability of neither the provider nor his contract partners.

The provider uses client data to fulfil the offered services within contract and law, as well as to cultivate contacts and to make offers.

The client fully agrees to the storing and usage of data through the provider. The client can prohibit the usage and handling of his data for marketing purposes any time.

13. Invoicing, payment conditions and delay

The client is obliged to pay all invoices completely. The client has to pay the total balance within 30 days after conclusion of contract. If the client does not fulfil their payment responsibilities, they will default at the day of expiration of this 30 days period, without any further notice. Default interest is 5%.

14. Applicable Law, Place of Jurisdiction

These GTC and the legal contractual relationship between provider and client is governed by Swiss law. Sole place of jurisdiction is at the residence of the provider.

