



Completely Unique Safaris (Pty) Ltd Terms and Conditions

These Terms and Conditions apply to the usage of Completely Unique Safaris (Pty) Ltd services.

Such services may include advisory, travel planning, trip hosting, private guiding, provision of insurance, financial payments, electronic content hosting, and other related services ('Services').

By using, and/or engaging with, and/or speaking to, and/or paying for Completely Unique Safaris' services you agree to these Terms and Conditions in their entirety. Please read them carefully. Should you not agree with any point, please contact us immediately on info@CUSafaris.com.

1. Completely Unique Safaris (Pty) Ltd hereinafter referred to, but not limited to, as:

'Completely Unique Safaris', and/or 'CUS', and/or 'C.U.S', and/or 'The Company', and/or 'Our', and/or 'Us', and/or 'We', or the like.

This shall include all of the following, but not limited to Completely Unique Safaris':

Completely Unique Safaris, or any person, director, agent, any director, any employee, any subsidiary acting for, through or on behalf of the company.

You shall be referred to, but not limited to, as:

'You', 'your', 'the guest', 'customer', 'client' or the like.

2. Consent to these terms and conditions

Use of any of the Services of Completely Unique Safaris (Pty) Ltd of Johannesburg, South Africa ("Completely Unique Safaris" and/or "our") and/or use of our website/(s) and/or use of our payment links, via credit card or otherwise, is subject to acceptance of these Terms and Conditions ("Terms and Conditions"). By accessing, using or obtaining any content, products, or services through Completely Unique Safaris, our subsidiaries, our associates, office, or through our website/(s), you, the purchaser and/or traveler ("Customer" and "passenger" and "guest" and/or "you/your") agree to be bound by these terms in their entirety. These terms restrict your rights and remedies and provide protection to Completely Unique Safaris (Pty) Ltd.

These also include warranty disclaimers and liability exclusions. By using our Website/(s) you also acknowledge and agree (a) this is a fair balance because this Website/(s) is accessible by you conveniently and at no charge to access the Website/(s); and (b) if you do not agree or do not accept these Terms and Conditions, you can easily choose to not use this Website/(s) or Completely Unique Safaris' Services.



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By engaging with Completely Unique Safaris, you hereby wholly and in every respect indemnify Completely Unique Safaris, or any person, director, agent acting for, through or on behalf of said company, for any loss or damage whatsoever arising from any cause whatsoever and, without restricting the generality of the foregoing, Completely Unique Safaris shall particularly not be responsible for loss or damage arising from any errors or omissions contained in its brochure or other literature, and for any loss or damage caused by delays, sickness, theft, injury, death or negligence.

In addition, the Company shall have the right at any time at its discretion to cancel any safari or the remainder thereof or make any alteration in route, accommodation, price or other details and, in the event of any safari being rendered impossible, illegal or inadvisable by weather, strike, war, government or interference or any other cause whatsoever, the extra expenses incurred as a result thereof shall be the responsibility of the guest.

The Company may at its discretion and without liability or cost to itself at any time cancel or terminate the guest's booking and in particular without limiting the generality of the foregoing it shall be entitled to do so in the event of the illness or the illegal or incompatible behavior of the guest, who shall in such circumstances not be entitled to any refund.

The person making any booking will, by the making of such booking, warrant that he or she has authority to enter into a contract on behalf of any other person included in such a booking and in the event of the failure of any or all the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

Therefore, if anything is in these Terms and Conditions, that you disagree with or are not willing to be bound by, or if something is missing from these Terms and Conditions that you consider essential, then you must not use Completely Unique Safaris Services through our subsidiaries, our associates, office, or through our Website/(s). IF THERE IS ANY PART OF THESE TERMS AND CONDITIONS YOU DO NOT AGREE WITH, INCLUDING WARRANTY DISCLAIMERS AND LIABILITY EXCLUSIONS, PLEASE DO NOT USE THIS WEBSITE/(S) OR COMPLETELY UNIQUE SAFARIS' SERVICES. No alterations to these terms and conditions may be made by any Completely Unique Safaris employee, authorized representative or agent, unless in writing by an authorized officer of Completely Unique Safaris.

3. Validity

All services quoted are subject to availability and price at time of booking. All quotes are subject to any VAT, levy, fuel or any other industry increases that are beyond our control. We are unable to itemize our services, because we are bound by our rate contracts, which prevent us from disclosing individual rates or selling individual items below the public rate. By accepting any quote and making payment you agree to our terms and conditions. A provisional booking is held for 72 hours, by which time we require



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confirmation and payment. Should we not receive confirmation and payment in this time, we reserve the right to cancel the said booking.

4. Deposits and Payments

Deposit: A 35% non-refundable deposit is due within 48 hours of accepting the provisional reservation, unless if within ninety (90) days of travel, a 100% non-refundable payment is due.

Final payment: Due ninety (90) days prior to date of travel. This payment is non-refundable.

Currency:

- Services invoiced in South African Rand (ZAR) need to be settled in ZAR within 24 hours
- Services invoiced in US Dollar need to be settled in USD

Invoices are subject to any increases beyond our control, including forex, until the full payment has reflected in our account. All quotations are subject to change and are sent with errors and omissions excluded.

An advance payment of 35% of all services is required to secure reservations more than 90 days prior to departure. Final payment is due 90 days prior to departure. If final and full payment is not received by the due date, reservations are subject to cancellation and deposits shall be forfeited. As a result of such cancellation, Completely Unique Safaris' cancellation penalties will apply, which are detailed in these Terms and Conditions, and on the Website/(s) (www.cusafaris.com).

Completely Unique Safaris reserves the right to keep any and all of the deposit which may be refunded from its partners in the case of a cancellation.

Please note that there are certain 100% non-refundable items at any time, for example flights, gorilla and chimp permits.

For all payments made by credit card, there is a fee applied of 3.5% of the total cost of your payment for VISA & Mastercard, as well as 5% for American Express. If you cancel your trip subsequently, the applied fee is not refundable in any circumstances. Completely Unique Safaris will not be held responsible for any security breaches or any losses whatsoever from the use of credit cards.

No fees are charged by us for payments made by bank transfer to our account from US bank accounts. It is your responsibility to ensure that your payment covers any bank charges and that Completely Unique Safaris receives the due payment in full.



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Please ensure that your travel insurance covers cancellations. A variable administration fee may be charged upon cancellation.

5. Changes to Confirmed Bookings

It is confirmed that all Customers will immediately review the details of each travel segment for accuracy, and immediately inform Completely Unique Safaris of any issues. Otherwise, change fees and/or late booking fees may apply.

6. Insurance

Travel insurance protects Customer(s) and their investment.

UNLESS SPECIFICALLY NOTED, TRAVEL INSURANCE IS NOT INCLUDED IN THE COST OF CUSTOMER'S ITINERARY TO PROTECT AGAINST THIRD PARTY SUPPLIER DEFAULT/BANKRUPTCY PROTECTION, DELAY, INTERRUPTION, MISSED CONNECTION FOR CRUISES, CANCELLATION, MEDICAL EMERGENCY TRANSPORTATION/EVACUATION & REPATRIATION, BAGGAGE & PERSONAL EFFECTS/LOST LUGGAGE & BAGGAGE DELAY, ILLNESS, JOB LOSS PROTECTION AND CHANGE OF PLANS, ACCIDENTAL DEATH AND DISABILITY, TRAVEL ACCIDENT/SICKNESS MEDICAL EXPENSES, AND MORE.

PROPER INSURANCE MAY PROTECT YOU FROM FINANCIAL LOSS IN ALMOST ALL CIRCUMSTANCES.

Without appropriate travel insurance, Customer understands and agrees that if Customer cancels or interrupts Customer's travel for any reason, portions of the trip/tour may not be refunded, and Completely Unique Safaris' and travel suppliers' cancellation penalties will apply resulting in the loss of monies up to the full cost of Customer's travel booking and related costs.

Completely Unique Safaris and its employees are not qualified or authorized to: answer technical questions about benefits, exclusions, and conditions of any of the insurance offered, nor evaluate the adequacy of the prospective insured's existing insurance coverage. An additional charge applies for travel insurance selected.

It is a condition of booking with Completely Unique Safaris that you have the correct comprehensive travel and medical insurance to cover yourself, as well as any dependents/travelling companions for the duration of your trip to Africa. This is the sole responsibility of the traveler and a copy of such must be sent through to Completely Unique Safaris prior to departure. Completely Unique Safaris shall accept no responsibility should the travel insurance documents be required to be presented on the trip and these have not been provided to Completely Unique Safaris beforehand. This insurance should include cover in respect of, but not limited to, the following eventualities:

Compulsory Insurance:



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1. Emergency evacuation expenses,
2. Medical expenses,
3. Repatriation expenses,

Recommended Insurance:

1. Cancellation or curtailment of trip,
2. Damage/theft/loss of personal luggage, money and/or goods.

Completely Unique Safaris and any person or agent acting for, through or on behalf of said company, will not take responsibility for any costs, losses incurred or suffered by the guest, or guests' dependents or travelling companions. This is with regards to, but not limited to, any of the above-mentioned eventualities.

Guests will be charged directly by the relevant service providers for any emergency services they may require and may find themselves in a position of being unable to access such services should they not be carrying the relevant insurance cover.

Health Insurance: It is compulsory to have full medical, emergency evacuation and repatriation cover for the full period of time that you are travelling.

Cancellation & Curtailment Insurance: If for any reason you cancel your trip close to departure date, you could forfeit the entire cost. Should you have to leave prior to completion of your journey, we cannot refund you the cost of the portion of the package you do not complete. In the eventuality of this happening, insurance may cover you, depending on the reason for cancellation and curtailment.

Luggage & Money Insurance: It is advisable to take out luggage and money insurance especially if you are carrying a substantial amount of cash or expensive camera/electronic equipment. You should always carry such equipment as carry-on items as there is an inherent risk of items of value being stolen from checked-in luggage, or said luggage being delayed or lost.

Claims: If you anticipate an insurance claim upon your return, be sure to document as accurately as possible any accident, injury or loss. Police reports and any notes from a medical practitioner will aid any claim.

7. Pricing



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Prices shown are based on tariffs, exchange rates, and airfares in effect as indicated by each travel offering. Completely Unique Safaris reserves the right to alter prices quoted should inflation, costs of fuel, labor or material, airfares or foreign exchange rates change.

All rates are per person based on double occupancy, subject to availability at time of booking, and may include early booking discounts, and may increase without notice.

Non-discountable fees such as (but not limited to) port charges are included in pricing unless otherwise stated.

Regional (domestic Africa-based) carrier airfares, taxes, fuel surcharges, transfers, government fees, and taxes are additional unless otherwise stated.

Information and pricing are subject to change without notice. In the event of a pricing error, or any omission, Completely Unique Safaris reserves the right to adjust the pricing or make any other corrections.

Every attempt has been made to include all taxes. In rare instances, certain entry fees and departure taxes must be paid in cash only upon entry and departure from a country and may vary in price. Travel suppliers may add a fuel surcharge, and the Customer agrees to pay it.

8. Not Included in Trip Costs

The following are examples of charges and fees not included in the tour cost:

Fees for obtaining passports or visas, excess baggage charges, inoculations, all insurance, international airline tickets and fees associated with international airfare, airport (or other) entry fees and departure taxes, optional tours, any items of a personal nature (such as phone calls, faxes, spa or room service), excess mileage carried out at the request of the passenger, and/or transportation not specifically listed as included. Beverages (beer, wine, liquor and soft drinks) and laundry are included at select properties and will be specifically specified if included.

Below is a general list of exclusions:

- All drinks (except on safari, when they are sometimes included. Premium drinks are always excluded)
- Spa treatments (Can be included on request)
- Private charter flights (Can be included on request)
- Tours and activities other than those mentioned above
- Restaurant meals not on safari
- Restaurant reservation deposits (Credit card details required)



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- Items of a personal nature (Telephone, souvenirs, room service, etc)
- Travel insurance (Can be included on request)
- Non-airport transfers, for example to dinners (Can be included on request)
- Visas
- Credit card payments attract a 3.5% or 5% fee
- All gratuities – At your discretion.

9. Alterations to Trips

If between planning time and/or during actual travel circumstances require changes, Completely Unique Safaris reserves the right to cancel or vary any itinerary and substitute components of any tour, including (but not limited to) hotels and camps of comparable quality, if regional (domestic Africa-based) air schedule or surface transportation charges, security matters, and/or events make such alterations necessary.

Additionally, Completely Unique Safaris reserves the right to pass on to Customer(s) any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, Completely Unique Safaris reserves the right to adjust its rates.

Changes within 90 days of departure will be treated as a complete cancellation and rebooking.

10. Payments and Cancellation

Cancellation penalties imposed by Completely Unique Safaris suppliers are stringent. The following cancellation penalties will apply effective as of the date Completely Unique Safaris receives written notice of cancellation.

Days prior to departure:

More than 6 months prior to departure – 25% of the value of the entire booking, plus all non-refundable items;

Between 6 months and 90 days prior to departure date – 50% of the value of the entire booking;

0 - 90 days prior to departure date –100% of the value of the entire booking to include possible handling fee and liquidated damages for Completely Unique Safaris' personally hosted trips.

If final and full payment is not received by the applicable due date, being 90 days prior to travel, all reservations are subject to cancellation and deposits shall be forfeited. Completely Unique Safaris reserves the right to treat the booking as cancelled if the balance due is not paid when due.



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Completely Unique Safaris is not responsible or liable for any negligent acts or defaults of a supplier or anyone else not under our control – should you wish to cancel your travel plans, your right to a refund is limited by the supplier’s terms and Completely Unique Safaris' policies.

If a refund is due for whatever reason, Completely Unique Safaris or the supplier will credit method of payment the reimbursable funds due you and will add a charge for the cancellation fee. Your method of payment statement reference line may display “Completely Unique Safaris” and may not reflect a description of this fee.

Supplier(s) may change their cancellation policies at any time. As a result of such cancellation, Completely Unique Safaris reserves the right to adjust its cancellation policies in their entirety.

11. No Refund for Unused Arrangements

As Completely Unique Safaris' prices are based on contract rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the trip is in progress, there is no refund for the unused portion. Some trips may be based on minimum numbers of passengers traveling.

In a group booking where preferential group rates are obtained with certain Suppliers, if members of the group cancel and reduce numbers to below the requisite number for a group after the deposit is paid, the balance due for the cancelled spots will be payable, or the entire trip canceled.

Currency Fluctuations:

Currency exchange rates fluctuate. Prices are subject to change based upon currency exchange rate fluctuations, provided actual variations have occurred.

12. Participation on safari

Persons not fit for adventure trips due to health conditions, including but not limited to heart disease, chronic illness, physical handicap, advanced pregnancy, and/or mental illness should not participate in these rigorous travel programs. The Americans with Disabilities Act (“ADA”) is only applicable within the USA, and facilities for disabled individuals are limited outside its borders. A qualified and able companion must accompany travelers who need such assistance.

13. Air, Check-In, and Reconfirmation

INTERNATIONAL AIRLINE RESERVATIONS ARE NOT INCLUDED IN YOUR TRAVEL PLANS.

In such event, it is the Customer’s responsibility to make appropriate air arrangements, as well transportation to and from the destination where the travel booking originates and returns.



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Completely Unique Safaris shall not assume any responsibility for any air and/or ground schedule changes.

In rare instances, upon departure from a country, certain departure taxes must be paid in cash only, and may vary in price.

Due to enhanced security, it is strongly recommended that you check in a minimum of two (2) hours prior to scheduled departure for domestic flights and three (3) hours prior to scheduled departure time for international flights.

Reconfirm flight times at least 24 hours prior to scheduled departure time for domestic flights, and 72 hours prior for international flights.

Failure to use a flight reservation may result in automatic cancellation of all continuing and return flights, as well as forfeiture of airfares.

Every attempt has been made to include all taxes in your package. In rare instances, certain entry fees or departure taxes must be paid in cash only upon entry or departure from a country and may vary in price.

The cost of the trip may include airline transportation as required in the itinerary for travel between lodges or other regional travel. Trip prices are based on special airfares that may carry change and cancellation penalties.

Please be sure you understand these charges before accepting the itinerary. Completely Unique Safaris will not assume any responsibility for any air schedule changes; however, we will attempt to keep you fully informed of changes as we learn of them.

14. Weight Allowance on Flights

Scheduled Commercial Flights

Scheduled commercial airlines in Africa generally carry a weight restriction of 20 kg (44 lb) per economy class traveler, and 30 kg (66 lb) for business class. Please ensure that you comply with the applicable restrictions – further details regarding number of luggage pieces and exact dimensions for a particular carrier can be obtained from us.

Please note when combining scheduled airline flights and air transfers, then the smaller restriction of the two will apply unless alternative arrangements have been made for the storage or separate transfer of excess luggage.



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It is very important that you do not put anything of high value (personal or financial) or vital medication in your checked-in baggage, as luggage can be tampered with and valuables removed. This includes, but is not limited to, jewelry, cameras, video equipment, reading glasses, sunglasses, laptops, or other computer/electronic equipment, medication (especially chronic medication), etc. Please also lock your luggage with a suitable lock to deter opportunistic theft.

In the event of your luggage being delayed or going missing, we would like to recommend that you pack a change of underwear, a clean T-shirt or similar, plus essential toiletries and medication into your carry-on/hand luggage to minimize the inconvenience experienced by this loss or delay."

15. Light Aircraft Transfers

Safety is the number one priority for Completely Unique Safaris and our aviation partners. Adhering to aviation regulations, whilst taking the following into account, means that there have to be strict measures in place to ensure weight allowances are not exceeded and that these parameters are adhered to by all our partners world-wide. Physical limitations of the aircraft we use take into consideration:

- Size and type of aircraft
- Size of the luggage pod and seats

The strict weight restrictions in place on any itinerary which includes light aircraft transfers are for the following reasons:

- The aircraft are designed with a maximum bodyweight and luggage weight allowance.
- Most of the airfields are at a fairly high elevation and located in the warm to hot tropics. Therefore, the permissible aircraft carrying capacity is reduced.
- The aircraft have physical space restrictions as referred to below.

These important luggage and weight guidelines below must please be noted for all air transfers:

Luggage, including camera equipment and hand luggage, is restricted to 20 kg (44 lb) per person.

Only soft bags will be accepted – no wheels, frames or rigid structures can be transported as flexibility of the bag is limited and restricts physical loading into the aircraft.

The maximum dimensions of the soft bags which can be accommodated are as follows:

30 cm (12 inches) wide x 25 cm (10 inches) high and 62 cm (24 inches) long.



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Please keep in mind that the baggage compartments on the light aircraft are only 25 cm high (10 inches), so the pilots must have the ability to manipulate the bag into the compartment.

A collapsible wheeled luggage frame/trolley (separate to the bag) is allowed, as long as basic dimensions are similar to that of the bag.

Passengers travelling on light aircraft, including helicopters:

Aviation authorities allow for the estimate passenger weights to be an average of 85 kg (187 lb) for a Male and 75 kg (165 lb) for a Female.

Our aviation partners, within legal limits, have pushed this up to 100 kg (220 lb) body weight per passenger and 20 kg (44 lb) luggage per passenger, inclusive of hand luggage. This is to accommodate our clients in a reasonable manner without jeopardizing safety and comfort.

Utilizing the higher of the two weights, i.e. 85 kg (187 lb), the purchase of additional weight allowance (based on a percentage of a seat rate) allows for a total of 170 kg (374 lb) = 2 x 85 kg (187 lb).

Our allowance of 100 kg (220 lb) per person in body weight means that the balance of weight allowance still available on the second seat provides for a maximum of 70 kg (154 lb) excess weight.

We need to be informed in advance if guests weigh more than 100 kg (220 lb), as additional weight allowance on the aircraft must be purchased for safety and comfort. The cost for this is calculated on request according to specific region and routing.

Each and every aircraft has a legal take-off and landing weight. This includes fuel, luggage and per seat passenger weight. It is not reasonable to combine passenger weights as this may affect the weight and balance of an aircraft due to unknown variables of the group of passengers on the day. Any deviations from these weight regulations could affect the take-off and landing capabilities of the aircraft.

Our aviation partners operate relatively small aircraft in areas where a number of factors influence the weight limitations of the aircraft: the length and condition of the runway, temperature and weather conditions, accessibility to fuel in these areas, as well as the distances flown.

These limits are applicable to guests travelling on a seat rate basis so may differ if guests have booked a private charter option, in which case the parameters may vary depending on the type of aircraft and the number of passengers booked.

Additionally, please be advised that weight restrictions apply to all helicopter transfers and scenic flights – allowances are dependent on the itinerary and routing, so this information is required in advance.

Whilst these weight and size allowances appear minimal, please bear in mind the following:



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- Most safari camps/lodges and hotels provide basic bathroom amenities.
- Laundry can be done on a daily basis.
- More formal attire is usually required only when staying in the more prestigious city hotel establishments or on any of the luxury trains.
- On a wildlife safari, casual clothing is the order of the day. Please refer to our suggested packing list as a guideline.

16. Travel Documents, Including TSA and DHS Acceptable Identification Requirements

It is the responsibility of each Customer to obtain and carry a valid passport, visa(s), and all other documents required by applicable government regulations.

Your passport must have more than five (5) pages free for passport control and must be valid for at least 6 months from date of return from travel to Africa.

Copies of passports and/or ID documents should be kept with you and need to be presented upon request.

When travelling domestically within the USA or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight, found here:

<http://www.tsa.gov/traveler-information/acceptable-ids>

Examples: USA Passport, a foreign government passport.

The name, date of birth, and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records.

Completely Unique Safaris strongly recommends that you take into account that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry.

Non-USA citizens may require additional documentation.

Children and infants also require all such travel documents.

Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.

For further information, please see https://help.cbp.gov/app/answers/detail/a_id/268/kw/travel



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The U.S. Customs and Border Protection Agency requires that for USA child groups under age 19 arriving by land or sea from contiguous territory and traveling with a school group, religious group, social or cultural organization may also present an original or copy of his or her birth certificate, a Consular Report of Birth Abroad, or a Naturalization Certificate.

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing Customer to miss flight(s), and subsequent scheduled travel bookings. It is your responsibility to ensure that you and all members in your travel group or party obtain and carry travel documentation required.

17. Individual Entry and Exit Requirements

Each foreign country holds different views of past criminal offenses, whether within or outside of their boundaries. If you have a current or past offense, and you are unsure how the country you are traveling to (or through) views that offense, please contact that country directly for entry and exit requirements.

See: http://travel.state.gov/travel/cis_pa_tw/cis/cis_4965.html

We feel it is an invasion of privacy for any member of our staff to make such an inquiry.

18. Risks/Safety

Travel to certain destinations may involve greater risk than others. Completely Unique Safaris urges Customers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by their resident Government prior to booking travel to international destinations.

Information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov> , <http://www.tsa.gov> , <http://www.dot.gov> , <http://www.faa.gov> , <http://www.cdc.gov> , and <http://www.cbp.gov> .

The Smart Traveler Enrollment Program (STEP) is a free service provided by the U.S. Government to U.S. citizens who are traveling to, or living in, a foreign country. STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency.

Registration is recommended for U.S citizens and provided by going to <https://step.state.gov/step/>

Completely Unique Safaris draws your attention to the fact that there are certain inherent risks in traveling to undeveloped areas of the world, where wildlife is prevalent, and safari camps are by their nature remote.



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Your participation constitutes acceptance at your own risk, which includes, but is not limited to gorilla or other primate trekking, elephant or horseback riding (for example, unpredictable behavior by the elephants and horses), hiking, walking safaris, and in all trips there are also the ever present dangers of undomesticated and wild animals, inaccessibility to medical attention, and difficulty in evacuation from remote locations in the case of a medical emergency, terrorism, and kidnapping. The customer assumes all such risks with regard to these possibilities.

BY OFFERING TRAVEL TO PARTICULAR DESTINATIONS FOR SALE, COMPLETELY UNIQUE SAFARIS DOES NOT REPRESENT OR WARRANT THAT TRAVEL TO SUCH POINTS IS ADVISABLE OR WITHOUT RISK, AND SHALL NOT BE LIABLE FOR COSTS, DAMAGES, OR LOSSES THAT MAY RESULT FROM TRAVEL TO SUCH DESTINATIONS. CUSTOMER'S PARTICIPATION CONSTITUTES ACCEPTANCE OF SUCH EVENTS AT CUSTOMER'S OWN RISK.

19. Health/Security/Travel Documentation Requirements

Each Customer is responsible to make absolutely certain to have the proper immunizations and required documentation of such immunizations before travel, and to make the necessary accommodation for security rules imposed by government authorities.

Malaria, Yellow Fever, Zika, Ebola and other diseases are endemic to regions of Africa, India, and some locations in South America, and precautions must be taken.

Completely Unique Safaris shall not assume responsibility for the accuracy of health requirements or vaccination and/or documentation prior to departure or upon landing at the final destination.

Health matters, including but not limited to concerns related to norovirus, should be addressed to your personal physician.

Customers traveling to areas where vaccination(s) are required are responsible to check medical requirements for wherever you may venture. See your health practitioner for advice.

Prior to travel, required inoculations, if any, must be recorded by Customer's health practitioner on a valid vaccination certificate, which the Customer must carry for proof of inoculation where required.

If you are concerned about taking any medications or receiving certain inoculations, check with your health practitioner BEFORE booking, making deposits, and/or non-refundable payments.

Required or advised inoculations you decide to obtain upon the advice of your personal physician may need to be administered in a series of doses, months ahead of your planned departure, and such time element should be taken into account by you BEFORE making deposits and/or nonrefundable final payments.



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Check the U.S. State Department Website/(s) <http://travel.state.gov> , for relevant information relating to travel to specific destinations, and the U.S. Centers for Disease Control <http://wwwnc.cdc.gov/travel/> relating to health issues.

For further information relating to security, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the USA visit www.tsa.gov , www.dot.gov , www.faa.gov.us , www.ustreas.gov , www.cbp.gov on a regular basis for information regarding incidence of disease, terrorism, safety issues, crime, the need for travel documentation (such as passports, visas, proof of health/vaccination certificates), health hazards, and other restrictions regarding travel to your domestic and/or international destination(s), and re-entry into the United States especially your embassy and <http://www.uscis.gov/> for non-USA citizens.

The customer is responsible to make Completely Unique Safaris aware when traveling on a passport from a country other than the USA.

Completely Unique Safaris neither controls nor warrants the issuance of visas related to applicable travel. Should a visa not be issued, Completely Unique Safaris is not responsible for lost payments made toward the contemplated trip.

Please note that USA rules regarding entry and exit change on a daily basis. When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification found <http://www.tsa.gov/travelerinformation/acceptableids>. Examples are: USA Passport, a foreign government passport.

It is your sole responsibility to seek and take all appropriate medical advice relevant to your health prior to departure as to whether or not you are fit enough to undertake the trip booked. Completely Unique Safaris shall not be liable for illness, injury or death sustained on a program sold by Completely Unique Safaris, which is not due to the gross negligence of Completely Unique Safaris, its officers and employees.

20. Hazardous Materials

Dangerous Goods on all flights (as per IATA Dangerous Goods Manual) must be declared. If goods are incorrectly packaged and/or without correct documentation, then carriage will be refused. Prohibited goods will not be carried. If you have any doubts as to the status of goods or baggage items please check with us in the first instance.

USA federal law prohibits passengers from bringing hazardous materials on the aircraft.



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(1) USA federal law forbids the carriage of hazardous materials aboard aircraft in the passenger's luggage or on the passenger's person. A violation can result in five (5) years imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124).

Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radio- active materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.

(2) There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in the passenger's luggage and certain smoking materials carried on the passenger's person. For further information, each passenger should contact the relevant airline representative(s) on their itinerary. Restrictions on hazardous materials are listed <http://www.tsa.gov/traveler-information/prohibiteditems>.

21. Insecticide Notice

All passengers are referred to always check the list of countries that require airlines to treat the passenger cabin with insecticides prior to the flight or while on the aircraft on the U.S. Department of Transportation's Website/(s), as this list is updated from time to time:

<http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>

22. Use of Completely Unique Safaris Access and Information for Travel Bookings

You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to make travel bookings with Completely Unique Safaris by any means, including our Website/(s) in accordance with all terms and conditions herein. If you are under the age of 18, please do not use www.cusafaris.com or the company.

You agree to be financially responsible for all of your travel bookings (as well as for use of your account by others, including, without limitation, minors living with you). You agree to supervise all usage of Completely Unique Safaris communications by minors under your name or account. You also warrant that all information supplied by you or members of your household transacting business with Completely Unique Safaris is true and accurate.

Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited. You agree that the travel services reservations facilities provided by Completely Unique Safaris shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act.

23. Limitation of Responsibility and Disclosure



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Completely Unique Safaris is NOT THE SOURCE OR SUPPLIER OF THE TRAVEL SERVICES REQUESTED AND ACTS SOLELY AS AN INDEPENDENT AGENT for disclosed principal suppliers: safari camps, hotels, lodges, accommodations, tented camps, mobile tented camps, regional (domestic African) air carriers, ground transportation, boat purveyors or owners, and other independent contractors providing accommodations, transportation, and/or other services. Each of these companies is an independent entity with its own management and is not subject to the control of Completely Unique Safaris.

The customer is advised that the suppliers whose names appear in travel documentation are those actually responsible for providing the travel services purchased, and consents to the use of those suppliers, and understands and agrees each supplier's terms and conditions are contained in printed form and/or on their respective website/(s) governing the transaction.

All bookings are accepted by Completely Unique Safaris as agent for independent third-party travel suppliers in your itinerary.

Transportation, accommodations and other services provided by the identified operators offered are subject to the terms and conditions contained in the tickets, exchange orders or vouchers issued by them and/or their suppliers, including terms and conditions on their respective website/(s).

BECAUSE COMPLETELY UNIQUE SAFARIS ACTS AS AGENT FOR DISCLOSED PRINCIPAL SUPPLIERS AND DOES NOT HAVE THE RIGHT TO CONTROL THE OPERATIONS OF SUCH INDEPENDENT OPERATORS AND SUPPLIERS, YOU AGREE COMPLETELY UNIQUE SAFARIS IS NOT LIABLE FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE OR DEATH WHICH MAY ARISE OUT OF THESE SERVICES.

COMPLETELY UNIQUE SAFARIS HEREBY DISCLAIMS ANY LIABILITY WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY DIRECT, PUNITIVE, SPECIAL CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, IN CONNECTION WITH THE GOODS OR SERVICES PROVIDED BY ANY PRINCIPAL SUPPLIER BOOKING THROUGH COMPLETELY UNIQUE SAFARIS' OFFICE OR THROUGH THIS WEBSITE/(S), INCLUDING WITHOUT LIMITATION LIABILITY FOR ANY ACT, ERROR, OMISSION, INJURY, LOSS, ACCIDENT, DEATH, DELAY OR IRREGULARITY WHICH MAY BE INCURRED THROUGH THE FAULT, NEGLIGENCE, WILLFUL ACTS, OMISSIONS OR OTHERWISE OF SUCH SUPPLIER, OR OF ANY SUPPLIER OR THEIR RESPECTIVE EMPLOYEES, AGENTS, SERVANTS, OR REPRESENTATIVES, INCLUDING, WITHOUT LIMITATION, THEIR FAILURE TO DELIVER OR THEIR PARTIAL OR INADEQUATE DELIVERY OF SERVICES, FUEL INCREASES, AND OTHER MATTERS OUTSIDE OF COMPLETELY UNIQUE SAFARIS' CONTROL, AND YOU HEREBY EXONERATE AND COMPLETELY INDEMNIFY COMPLETELY UNIQUE SAFARIS FROM ANY LIABILITY WITH RESPECT TO THE SAME.

COMPLETELY UNIQUE SAFARIS SHALL NOT BE LIABLE FOR ANY ACCIDENT, INJURY, PROPERTY DAMAGE, DEATH, OR PERSONAL LOSS TO CUSTOMER OR TO THOSE TRAVELING WITH CUSTOMER IN CONNECTION WITH ANY ACCOMMODATIONS, TRANSPORTATION, OR OTHER TRAVEL SERVICES OR RESULTING



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DIRECTLY OR INDIRECTLY FROM ANY OCCURRENCES OR CONDITIONS BEYOND ITS CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, FIRE, ACTS OF GOVERNMENTS OR OTHER AUTHORITIES, WARS, CIVIL DISTURBANCES, RIOTS, STRIKES, EPIDEMICS, QUARANTINES, ACTS OF TERRORISM, DEFECTS IN VEHICLES, BREAKDOWN IN EQUIPMENT, THEFT, DELAY, WILDLIFE, OR CANCELLATION OF OR CHANGE IN ITINERARY OR SCHEDULES.

Weather conditions, including but not limited to the presence or absence of snow, sunshine, and rainfall are not guaranteed to occur or not occur, and are clearly outside of Completely Unique Safaris' control.

Volcanic eruptions, ash clouds, and wind may be characterized as an adverse weather condition or a natural disaster by suppliers and your travel insurance company, which is beyond the control of Completely Unique Safaris.

Completely Unique Safaris shall not assume any responsibility for any air and/or ground schedule changes.

COMPLETELY UNIQUE SAFARIS HAS SOLELY RECEIVED COMMISSIONS AND FEES FOR TRAVEL TRANSACTIONS AND CUSTOMER AGREES AND UNDERSTANDS THAT ANY RECOVERY FROM COMPLETELY UNIQUE SAFARIS WILL BE LIMITED TO THE COMMISSION AND FEES PAID BY CUSTOMER AND ACTUALLY RECEIVED BY COMPLETELY UNIQUE SAFARIS SPECIFICALLY FOR THAT CUSTOMER IN THE PAST TWELVE MONTHS PRIOR TO THE ACTION GIVING RISE TO THE LIABILITY.

24. Force Majeure

“Force Majeure” means, in relation to Completely Unique Safaris, any circumstances beyond the reasonable control of Completely Unique Safaris, including, but without limitation: acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences.

Completely Unique Safaris shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If Completely Unique Safaris, and/or any of its travel suppliers, are affected by Force Majeure, we and our suppliers shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip.



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Payment of any refund by Completely Unique Safaris to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although Completely Unique Safaris shall use its reasonable efforts to reimburse you where possible.

However, Completely Unique Safaris shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Completely Unique Safaris of the Force Majeure and applicable cancellation fees.

Regarding civil unrest, weather conditions, or any dangerous situation, once Completely Unique Safaris has investigated the prevailing situation, as it deems fit, it shall remain in Completely Unique Safaris' sole and absolute discretion whether to proceed with the trip.

If, after having made all reasonable and proper inquiries, Completely Unique Safaris is of the opinion that the trip may not proceed, no refund will be payable to you. You may in such circumstances cancel the trip subject to Completely Unique Safaris' and each supplier's terms and conditions.

25. Photographs/Videos

Completely Unique Safaris reserves the right to use any photograph/video taken at any event or during any travel activity, without the express written permission of those included within the photograph/video.

Completely Unique Safaris may use the photograph/video in publications or other media material produced, used or contracted by Completely Unique Safaris, including but not limited to: brochures, invitations, books, newspapers, magazines, television, Website/(s), etc.

26. No Copying or Editing:

No material from this Website/(s) may be modified, copied, reproduced, republished, downloaded, posted, displayed, transmitted, performed, licensed, used to make a derivative work, transferred, sold or distributed in any way, without our prior written consent by the company. You may not frame or mirror any material on this Website/(s) on any other server or other location. Unauthorized use of any such material on any other Website/(s) or computer environment or elsewhere is prohibited.

27. Privacy Policy

At all times your information will be treated in accordance with Completely Unique Safaris' Privacy Policy, which is incorporated by reference into this Agreement and can be viewed at:

<http://www.cusafaris.com/privacy-policy/> [URL subject to change, please check the website]



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28. Reservation of Rights – Changes to These Terms:

Completely Unique Safaris reserves the right, in our sole discretion, to change these Terms at any time.

Updated versions of the Terms will be posted here on this Website/(s) and are effective immediately and retrospectively on posting.

Please check frequently, especially before you use this Website/(s), to see if these Terms changed. Use of the Website/(s) after any changes to the Terms constitutes your consent to the changes.

29. General

If any part of these Terms and Conditions is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect.

These Terms and Conditions (and any other terms and conditions referenced herein) constitute the entire agreement between the Customer and Completely Unique Safaris with respect to travel bookings made with Completely Unique Safaris by any means accessing such information, including its Website/(s), and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between Customer and Completely Unique Safaris with respect to communications with Completely Unique Safaris, including the Completely Unique Safaris Website/(s).

A printed version of this agreement and of any notice given in electronic form shall be admissible in any legal, judicial or administrative proceedings based upon or relating to these Terms and Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

30. Electronic Communications

When you use any Completely Unique Safaris service, or send e-mails to us, you are communicating with us electronically. You consent to receive communications from us electronically. We will communicate with you by e-mail or by posting notices on this site or through the other means of communication. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications constitute to be in writing.

31. Website(s)



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USE OF THE WEBSITE(S) IS AT YOUR OWN RISK. THE CONTENT IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. WE DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NONINFRINGEMENT.

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32. Security and Privacy:

If you become involved in any violation of system security, we reserve the right to release your details to system administrators at other sites in order to assist them in resolving security incidents. We reserve the right to investigate all suspected violations of these Terms and Conditions.

We reserve the right to fully cooperate with any law enforcement authorities or court order requesting disclosure of the identity of anyone posting any email messages, or publishing or otherwise making available any materials that are believed to violate these Terms and Conditions.

BY ACCEPTING THIS AGREEMENT, INCLUDING IMPLICITLY OR TACITLY BY ENGAGING WITH THE COMPANY, YOU WAIVE AND HOLD HARMLESS COMPLETELY UNIQUE SAFARIS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY COMPLETELY UNIQUE SAFARIS DURING OR AS A RESULT OF ITS INVESTIGATIONS AND/OR FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER COMPLETELY UNIQUE SAFARIS OR LAW ENFORCEMENT AUTHORITIES.

FURTHERMORE, YOU FULLY AGREE TO ACCEPT AND PAY FOR ANY AND ALL FEES NECESSARY IN ANY LEGAL PROCEEDINGS, WHETHER LEGAL PROCEEDINGS WERE INSTITUTED BY YOU OR THE COMPANY.

33. Governing Law and jurisdiction

By using our services, you wholeheartedly agree in every respect that any claim arising at any time from any reason whatsoever shall be governed by the laws of the Republic of South Africa notwithstanding any conflicts of law and all legal proceedings shall take place nowhere else, but within the borders of the Republic of South Africa. All guests hereby completely agree that no legal proceedings whatsoever shall be instituted in the United States or any place that is not the Republic of South Africa. You specifically consent to personal jurisdiction in Oregon in connection with any dispute between you and us.



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You irrevocably waive any rights to bring or participate in any class action related in any way hereto.

If any part of these Terms and Conditions is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity or enforceability of any remaining provisions. Use of the Completely Unique Safaris Website/(s) is unauthorized in any jurisdiction that does not give effect to all provisions of these Terms and Conditions, including, without limitation, this paragraph.

These Terms and Conditions constitute the entire agreement relating to this subject matter. Notwithstanding the foregoing, any additional terms and conditions on this site will govern the items to which they apply. We may revise these Terms and Conditions at any time.

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Our Website/(s) also offers links to other Internet sites which are outside of Completely Unique Safaris' control. It is the responsibility of users to make their own decisions about the accuracy, reliability, and correctness of information contained on these sites.

35. User Comments, Feedback, and Other Submissions

Always use caution and common sense when using the www.cusafaris.com Website/(s) or our Facebook, Twitter, Instagram, or other Social Media pages, especially when giving out any personally identifying information about yourself or with respect to financial information or transactions.

Completely Unique Safaris encourages you to add comments and insights to venues where you are invited to do so. All information, comments, feedback, photographs, suggestions, and ideas disclosed, submitted or offered to Completely Unique Safaris in connection with the use of www.cusafaris.com or other Website/(s) owned and operated by Completely Unique Safaris (collectively, "Comments"), shall be and remain the exclusive property of the author, but, by submitting the same to Completely Unique Safaris, the author hereby grants to Completely Unique Safaris a non-exclusive, irrevocable, royalty-free,



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For example, your comments may be used in radio, television, and print advertisements, and your photographs may be used in our marketing materials online and otherwise. Your name may be used with any Comments you submit. Completely Unique Safaris is under no obligation to maintain your name or your Comments in confidence, to pay to you any compensation for any Comments submitted, to credit you with respect to any Comments, or to respond to any of your Comments.

You agree that you will be solely responsible for the content of any Comments you make. By submitting any Comments to Completely Unique Safaris or on any Website/(s), you are representing and warranting to Completely Unique Safaris that you are the exclusive author of such Comments, that such Comments are your original work, and that you have all right, title and interest necessary to grant the rights to Completely Unique Safaris granted by your submission of such Comments to Completely Unique Safaris.

36. Design Marks

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Use of any of our trademarks, service marks or names as "metatags" on other Website/(s) is prohibited.

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