

ABOVE AND BEYOND AFRICA GENERAL TERMS AND CONDITIONS

TOUR DEPOSIT & FINAL PAYMENT TERMS

To confirm a reservation with ABOVE AND BEYOND AFRICA, a deposit is required at time of reservations.

Deposit Due

\$500 or 20% of land cost (whichever is higher), plus non-refundable cost of any Gorilla Tracking Permits

We reserve the right to request additional deposits if required by hotels and suppliers, especially for peak periods such as (but not limited to) Christmas, Easter, Thanksgiving and New Year. This will be communicated at time of confirmation of booking.

Final Payment Due

90 days prior to departure

Some internal and international airfares have advance purchase and ticketing requirements which will be communicated at time of reservation. Additional payment to cover the costs of the airline tickets will be requested in order to issue the tickets. Airline tickets carry penalties as per rules of the fare. Penalties are also imposed for any changes to the air reservations made after ticketing.

For reservations received within 90 days of commencement of travel, the entire amount is to be submitted at time of confirmation.

Reservations received within 49 days of departure date may be subject to a nonrefundable rush-booking fee of no less than \$100 per person to cover additional expenses incurred in expediting booking.

FORMS OF PAYMENTS ACCEPTED

Acceptable Forms of Payments: Check, Money Order, Bank Wire Transfer, Visa, MasterCard, American Express and Discover. Travelers making payments by credit card will be required to complete a Credit Card Authorization Form, and shall agree not to request any charge backs on their credit card until any disputed matters are resolved with ABOVE AND BEYOND AFRICA. Delayed payments without advance notice may result in tour cancellation, and forfeiture of all deposits. Payments made within 49 days of tour departure must be made by certified check, money order, wire transfer or credit card.

CANCELLATION PENALTIES FOR TOUR LAND ARRANGEMENTS

All cancellation requests must be made in writing. Penalties are based on number of days prior to departure and apply to the land cost.

90+ days	\$500 per person*
89-65 days	\$500 or 20% (whichever is higher)*
64-50 days	\$500 or 50% (whichever is higher)*
49 days or less	100%

*plus non refundable cost of any Gorilla Tracking Permits

We reserve the right to impose additional penalties as imposed by hotels and suppliers for peak periods such as (but not limited to) Christmas, Easter, Thanksgiving and New Year periods. This will be communicated at time of confirmation of booking. We strongly recommend trip cancellation insurance.

CHANGES & CANCELLATION OF AIR RESERVATIONS

Cancellation for air reservations are subject to airline fare rules. Once airline tickets are issued, name changes, date changes, routing changes or cancellation of ticket are subject to \$100 administrative fee per ticket plus penalties assessed by airline which can include (but not limited to), ticket being non refundable and changes of any kind not permitted. We strongly recommend trip cancellation insurance.

REVISION FEES

A revision fee of \$100 per person will be charged for any alteration or revision made to a confirmed reservation. This fee shall also apply once final documents have been issued. No changes are permitted whatsoever within 49 days of tour departure; any change requested during this time will be treated as a cancellation and penalties assessed and new services requested subject to availability. The tour rate will be subject to revision.

CLAIMS & REFUND POLICY

Except for verifiable extenuating circumstances, there are no refunds, whatsoever, for any unused tour services including but not limited to accommodations, meals, internal flights or sightseeing. Any refunds for unused tour services shall be issued in the sole discretion of ABOVE AND BEYOND AFRICA. Any adjustment considered will be based on the actual cost of the service involved and not on a per diem basis. Any refund claims must be made in writing to ABOVE AND BEYOND AFRICA within 30 days of tour termination. A statement from the tour operating company must accompany all claims. ABOVE AND BEYOND AFRICA will not consider any request for refund received by it after 30 days of tour termination.

TRIP INSURANCE

Travel insurance is strongly recommended. Details will be sent with invoice. Individuals that choose not to purchase insurance coverage will be liable for all costs in the case of cancellation, trip delays, damage or loss of baggage and medical emergencies, howsoever caused.

TOUR APPLICATION FORM

A Tour Application form must be fully completed, signed and submitted no later than final payment date. Correct passport names must be provided at time of reservations and on the Tour Application form. ABOVE AND BEYOND AFRICA will not be responsible for any errors as a result of misspelled names on these lists. Name changes are not permitted on most airlines. Name changes on air reservations will result in automatic cancellation of the existing air reservation by the airline. Rebooking will be subject to availability and new fares. Any action by the airline is entirely beyond the control of ABOVE AND BEYOND AFRICA. Re-issuing of tickets will be subject to airline Terms & Conditions and penalties will apply without exception. The final documents will not be issued if the Tour Application forms are not received by ABOVE AND BEYOND AFRICA. A signed Tour Application form is an acceptance of the tour program and rate confirmed, and also an acceptance of the tour Terms & Conditions by the traveler.

TRAVEL DOCUMENTS & PASSPORT AND/OR VISA REQUIREMENTS

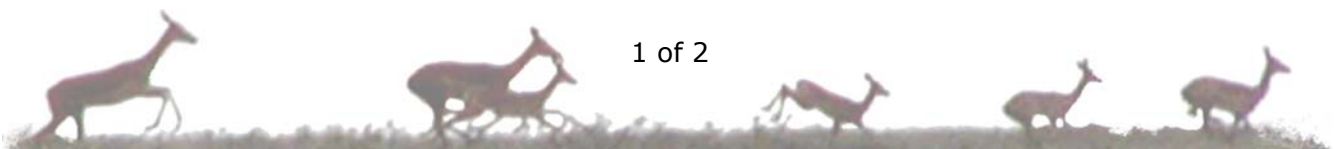
Every passenger must be in possession of a current passport valid for at least six months from date of departure, round-trip airline ticket, and adequate funds for the duration of the stay. Obtaining a passport is the responsibility of each passenger. Details of any visa requirements (for US citizens only) will be given at time of reservations or with your invoice. Non U.S. citizens must consult with the appropriate consulates to determine if any visas are needed. Securing any needed visas is the responsibility of the tour participant. Pre-departure information containing helpful general information on the destination booked, visa application forms, details on our trip insurance plan, and the official tour registration form below will be sent to the booking agent upon receipt of the required tour deposit and ABOVE AND BEYOND AFRICA receiving confirmation from suppliers. Final documents, including trip itinerary, emergency contact information overseas, any airline tickets, and any necessary vouchers will be sent about 2-3 weeks prior to departure, provided full payment has been received by ABOVE AND BEYOND AFRICA.

BAGGAGE

Participants are limited to 1 piece of checked luggage and 1 carry on per person. On tour, please note that scheduled internal flights have a baggage restriction of 44 lbs per person. On charter flights on tour (the Okavango Delta in Botswana, for example), your luggage is strictly limited to 22 lbs per person. We recommend soft carrying baggage. Baggage and personal effects are at owners risk throughout the tour. ABOVE AND BEYOND AFRICA and associated companies shall not be liable for any losses or damage to baggage and personal effects as a result of negligence by airport baggage agents, hotel staff or other personnel not employed by ABOVE AND BEYOND AFRICA and associated companies, including and not limited to airlines, courier services, cargo staff, and the like.

HEALTH REQUIREMENTS

In order to enjoy the tour, passengers must be in general good health. Therefore, it is imperative that persons with medical problems make them known to us as soon as possible prior to departure. ABOVE AND BEYOND AFRICA and associated companies reserve the right to disqualify a tour participant at any time if, in the sole judgment of such entities, a tour participant is not deemed by them to be medically fit for travel. Such entities



assume no liability regarding provision of medical care or any special medical accommodations. Our pre-departure information will provide general recommendations for any inoculations or precautions required for the destination(s) booked, however, it is the responsibility of passengers to check with their medical professional, local health board or the Center for Disease Control in Atlanta for specific requirements.

PREGNANCY

Pregnant passengers must notify ABOVE AND BEYOND AFRICA of their ability to travel at time of deposit. They must submit a statement from their physician stating that they are allowed to travel. Passengers who fail to notify ABOVE AND BEYOND AFRICA of their pregnancy will be subject to the cancellation penalties as outlined above. Please note that trip insurance does not usually cover normal pregnancy. ABOVE AND BEYOND AFRICA will not accept passengers who are past their fifth month of pregnancy prior to start of the tour. A pregnant passenger assumes full risk of traveling while in such condition. ABOVE AND BEYOND AFRICA will not be responsible for providing any medical care or special accommodations for such condition.

LAND ARRANGEMENTS INCLUDE

Accommodations in deluxe, first class and/or best available based on single, double, or triple occupancy as requested by the passenger, with private facilities when available (the right is reserved to substitute accommodations of similar category when necessary); hotel taxes and service charges; tour planning, handling, marketing and all operational charges; park entrance fees, meals, ground and/or water transportation, airport/boat/hotel transfers, sightseeing arrangements and internal air specified as included; and experienced local English-speaking guide on safari.

Prices indicated on ABOVE AND BEYOND AFRICA website or advertised in print or written quotations for customized tours are based on tariffs and exchange rates effective at time of posting on the website or printing the itinerary. In the event of severe currency fluctuation, increase in fuel costs or tariff rates, the cost is subject to adjustment and any such increases are to be paid by passenger.

NOT INCLUDED

Items not included are generally: Airport taxes of any nature, both domestic and foreign; excess baggage charges as imposed by airlines; forwarding of baggage and purchases; cost of obtaining passport and visa; medical charges for inoculations; any items of a personal nature such as laundry, beverages, mineral water, some meals not included on programs, and telephone / email / satellite / cable / internet / fax charges; baggage, trip cancellation and personal insurance; and gratuities to tour guides, escorts, drivers, vessel/hotel staff including porters.

ALTERATION TO TOURS AND ACCEPTANCE OF PASSENGERS

ABOVE AND BEYOND AFRICA and associated companies reserve the right to alter any route or other arrangements, offer substitutes, or to completely cancel the whole or any portion of a tour, should conditions necessitate. ABOVE AND BEYOND AFRICA reserves the right to decline to accept any person as a member of a tour should the presence of that person be prejudicial to the good conduct of the tour, or be contrary to the prevailing laws of the country visited.

USE OF PHOTOGRAPHY

ABOVE AND BEYOND AFRICA and associated companies reserve the right to take photographs during the operation of a tour and may use the same for promotional purposes. By reserving a tour with ABOVE AND BEYOND AFRICA, tour participants agree to allow their images to be used for the purpose stated. If a tour participant does not wish to allow his or her image to be used, he or she must advise the guide/escort at the commencement of the tour.

AIR TRANSPORTATION

ABOVE AND BEYOND AFRICA and associated companies arrange jet transportation in economy (coach) class unless another class of service is requested at time of booking. All airfares are subject to airline Terms & Conditions in effect as of the date of booking, and any changes made to an airline ticket after issuance are subject to any penalties imposed by the carrier. All airfares and/or add-on quotes are from selected U.S. gateways as indicated in the tour program. Applicable U.S. Airport taxes will be added to fares, and must be paid by each passenger. Airfares, Air taxes and airline schedules are subject to government approval and may be altered without prior notice. Airfares are guaranteed upon receipt of the required air deposit. This airfare price guarantee does not include surcharges that are imposed due to government actions, which must be collected at time of ticketing. These surcharges include, but are not limited to, fuel surcharges, security surcharges, insurance surcharges or any other type of surcharge imposed by government entities. ABOVE AND BEYOND AFRICA and associated companies, or any supplier providing the prepaid services will not be responsible for extra expenses incurred due to flight cancellations or delays. All such expenses incurred are the responsibility of the passenger. Trip Delay Insurance is highly recommended.

ARBITRATION

Any and all controversies or claims arising out of or relating to these Terms and Conditions or the performance by ABOVE AND BEYOND AFRICA, including without limitation any claim related to illness, injury or death, shall be settled by binding arbitration in San Jose, Santa Clara County, California, in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration does not waive or modify the liability release contained in the following paragraphs.

TOUR OPERATOR RESPONSIBILITY AND LIABILITY

ABOVE AND BEYOND AFRICA and associated companies make arrangements for hotel / lodge / camp accommodations, for transport and conveyance by whatever means, as Agents, on the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any vehicle, or through the acts of defaults of any Company or person engaged in conveying the passenger or in carrying out the arrangements of the tours, or otherwise in connection therewith, or any hotel/lodge proprietor, employee, agent, servant or contractor.

ABOVE AND BEYOND AFRICA and associated companies accept no responsibilities for losses or additional expenses due to delays or changes in train, steamer, motor, air or other services, sickness, weather, strikes, civil disturbances, war, quarantine, force majeure, or other causes. All such losses or expenses will have to be borne by passenger. Such conveyance is subject to the laws of the country in which the tour takes place and all claims are subject to the jurisdiction of the courts of the country in which the cause of action arises.

ABOVE AND BEYOND AFRICA and associated companies reserve the right to employ sub-contractors to carry out all, or part, of the services provided and in the event of such right, the terms and clauses above relating to the Company's liability shall apply.

AIRLINE RESPONSIBILITY & LIABILITY

Airlines concerned are not to be held responsible for any act, omission or event during the time passengers are not on board their planes. The passage contract, when issued, shall constitute the sole contract between the airlines and such purchasers of these tours and/or passengers and shall be governed by applicable tariffs and the provisions of the Warsaw Convention, if applicable. Such air conveyances are likewise being conveyed by them, subject to the laws of the countries involved. All tours, services, and transportation, exclusive of air transportation are furnished by contractors that are independent and that do not act for or on behalf of the carrier, nor are servants of the same, and neither do they have any business relationship with the carrier, as joint ventures or otherwise. Air carriers shall not be responsible or liable in any way for the accuracy of any representations of the tour operator and its agents on tours or tour services other than those contained in the tour brochures, or tour itineraries. Carrier liability for passengers' baggage is clearly stated on the passenger contract included on all tickets or can be inspected at the offices of the carrier. Carrier's liability for baggage shall in no event exceed the actual loss incurred by the passenger, subject to proof of the amount of the loss.

CALIFORNIA SELLER OF TRAVEL PROGRAM

California has established a Travel Consumer Restitution Fund. It does not cover non-California residents, and, even in the case of California residents, may not cover any foreign travel where the foreign "providers of transportation or travel services" are not in compliance with the seller of travel law (compliance being defined as registered as a seller of travel in California and a participant in the travel Consumer Restitution fund). By law you are required to be advised that you may not be eligible to make any claim from that fund in the unlikely event of any default by ABOVE AND BEYOND AFRICA or any of our foreign suppliers. ABOVE AND BEYOND AFRICA California Seller of Travel registration #2084414-40. Registration as a seller of travel does not constitute approval by the state of California. We strongly recommend trip cancellation insurance that covers financial default.

