

TERMS & CONDITIONS

These Terms & Conditions apply to all bookings made with Africa Gap L.L.C-FZ, a company incorporated in Meydan Free Zone, Dubai, United Arab Emirates ("Africa Gap", "the Company", "we", "us").

By paying a deposit, the balance or otherwise confirming a booking, you agree to be bound by these Terms & Conditions. In these Terms, "Client", "Participant", and "you" refer to the individual taking part in the programme, whether payment is made by that individual or by a third party on their behalf.

1. Booking & Payment

- 1.1. Full payment must be received no later than 90 days prior to the programme start date (the "Due Date").
- 1.2. If full payment is not received by the Due Date, Africa Gap reserves the right to cancel the booking and retain the 25% deposit.
- 1.3. Prices are quoted in USD unless otherwise stated. All payments must be made in cleared funds and without deduction for bank charges or transfer fees.

2. Bookings by Parent, Guardian, or Third-Party Payer

- 2.1. Where a booking is made or paid for by a parent, guardian, or other third party ("Payer") on behalf of a Participant, payment of any deposit or balance constitutes acceptance of these Terms & Conditions by the Payer.
- 2.2. The Payer confirms that they have provided the Participant with a copy of these Terms & Conditions and the Liability Waiver.
- 2.3. To the fullest extent permitted by applicable law, the Payer agrees to indemnify and hold harmless Africa Gap from any claim brought by the Participant arising from the Payer's failure to provide or explain these Terms & Conditions or the Liability Waiver, or otherwise arising in excess of the liability limitations set out in these Terms.
- 2.4. The Participant must personally sign the Liability Waiver prior to travel to confirm their individual acceptance of risk and by signing the Liability Waiver the Client accepts and acknowledges that they are bound by and subject to these Terms & Conditions.

3. Cancellation by the Client

- 3.1. All cancellations must be made in writing and take effect on the date received by Africa Gap.
- 3.2. If cancellation occurs more than 90 days before travel, the 25% deposit will be retained by Africa Gap.
- 3.3. Cancellations within 89 days of arrival will result in forfeiture of 100% of the booking value.
- 3.4. No refunds will be provided for:
 - unused services;
 - voluntary early departure;
 - no-shows;
 - failure to obtain required travel documentation;
 - failure to comply with medical or vaccination requirements.
- 3.5. Clients are strongly advised to obtain cancellation insurance at the time of paying the deposit.

4. Government Restrictions, Pandemic & National Security

- 4.1. If travel is legally prevented by binding government restrictions imposed by the destination country, the Client's country of residence, or enforceable travel bans preventing entry or exit:
 - 120–90 days before travel: 50% of any payment will be refunded and 50% will be retained as a credit against a future trip, valid for 12 months after which such amount shall be forfeited by the Client and the Payer and will be retained by Africa Gap.
 - Within 89 days of the travel date: Africa Gap will be entitled to retain 100% of funds held as credit against a future trip, valid for 12 months after which such amount shall be forfeited by the Client and the Payer and will be retained by Africa Gap.

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- 4.2. Government advisories or recommendations that do not legally prohibit travel do not entitle the Client to a refund or credit.
- 4.3. Credits:
 - are non-transferable;
 - are subject to availability;
 - may reflect supplier price adjustments;
 - must be used within 12 months of the original departure date after which they will be forfeited and retained by Africa Gap.

5. Nature of Travel & Inherent Risks

- 5.1. Africa Gap programmes involve remote travel and participation in safari and adventure-based activities.
- 5.2. Some locations may be far from advanced medical facilities, and emergency treatment, evacuation, or specialist care may be delayed or limited.
- 5.3. Inherent risks include, without limitation:
 - wildlife encounters;
 - road and transport conditions;
 - environmental and terrain hazards;
 - exposure to disease;
 - criminal activity;
 - limited infrastructure;
 - adverse weather;
 - remote environments;
 - altitude;
 - restricted medical facilities and expertise.
- 5.4. By booking and participating, the Client acknowledges and accepts these inherent risks.
- 5.5. Africa Gap will not be liable for any death, injury, damage, loss, accident, delay or irregularity which may be caused to any person or property howsoever arising, except where such death, injury, damage, loss, accident, delay or irregularity is a result of gross negligence or wilful misconduct, or where such exclusion of liability is prohibited by law.

6. Insurance (Mandatory Requirement)

- 6.1. Comprehensive travel and medical insurance is a mandatory condition of participation and must be obtained at the time of deposit.
- 6.2. Insurance must cover:
 - medical expenses;
 - emergency evacuation and repatriation;
 - cancellation and curtailment;
 - personal liability;
 - safari and adventure activities included in the programme, including optional activities such as horse riding, bungee jumping, or white-water rafting.
- 6.3. Insurance must remain valid from deposit payment through completion of travel. The Client must comply with the terms of such Insurance at all times. In the event that insurance is terminated or lapses or Africa Gap otherwise becomes aware that an insurance policy does not adequately cover the Client for the risks outlined above, the Client must immediately renew the insurance or purchase an enhanced policy, failing which Africa Gap retains the right to remove the Client from the programme without any refund or other compensation.
- 6.4. Africa Gap is not responsible for financial loss arising from failure to obtain or maintain adequate insurance or where such insurance has lapsed or void or does not cover a specific circumstance, or in any circumstances where the insurer fails to cover any loss in full or part.

7. Third-Party Suppliers

- 7.1. Africa Gap arranges accommodation, transport, and activities through independent third-party suppliers.

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- 7.2. Such suppliers operate independently and are responsible for their own acts, omissions, safety procedures, and operational management.
- 7.3. Africa Gap does not control day-to-day operations of third-party providers.
- 7.4. Third-party services remain subject to the suppliers' own terms and cancellation policies.
- 7.5. Africa Gap shall not be liable for the acts or omissions of independent suppliers except where required by applicable law.

8. Programme Changes

- 8.1. Africa Gap may make reasonable itinerary or service changes where necessary due to safety, weather, supplier availability, or operational requirements, particularly to protect participant or staff safety.
- 8.2. Equivalent alternatives will be provided where reasonably possible.

9. Client Responsibilities

- 9.1. Clients must:
 - Comply with safety instructions and programme rules including any code of conduct or similar documentation;
 - hold valid passports, visas, and documentation;
 - obtain recommended vaccinations and medical advice;
 - disclose relevant medical conditions before travel;
- 9.2. Africa Gap may remove a participant without refund if they are in breach of clause 9.1 or their conduct is unlawful, unsafe, or materially disruptive, or where their physical or mental condition poses a risk to themselves or others.

10. Limitation of Liability

- 10.1. To the fullest extent permitted by law, Africa Gap's total aggregate liability shall not exceed the programme fee paid by the Client or on the Client's behalf.
- 10.2. Africa Gap is not liable for:
 - indirect or consequential losses;
 - loss of enjoyment or profits;
 - losses arising from failure to follow safety instructions.
- 10.3. This limitation applies whether liability arises in contract, tort (including negligence), or otherwise.

11. Force Majeure

- 11.1. Africa Gap is not liable for delay or failure caused by events beyond its reasonable control, including but not limited to any of the following events being threatened, occurring or potentially occurring:
 - natural disasters
 - adverse weather conditions;
 - fire;
 - epidemics or pandemics;
 - government restrictions;
 - riots, war, unrest, or terrorism;
 - strikes or other industrial disputes;
 - transport disruptions affecting suppliers.
- 11.2. Refunds or credits will be provided only to the extent recoverable from suppliers.

12. Complaints Procedure

- 12.1. Issues must be raised immediately during the programme.
- 12.2. Failure to notify may limit resolution.
- 12.3. Written complaints must be submitted within 14 days of completion.
- 12.4. The Client must allow Africa Gap a reasonable opportunity to remedy the issue.

13. Governing Law & Jurisdiction

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13.1. These Terms and any related non-contractual obligations are governed by the laws of England. The English courts shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms, the programme, or the Client's participation or proposed participation in the programme

14. Severability

14.1. If any provision is invalid or unenforceable, the remaining provisions remain in full force and effect.

15. Entire Agreement

15.1. These Terms and the Liability Waiver constitute the entire agreement relating to the booking and supersede prior representations or communications.

16. Acceptance

16.1. Payment of any deposit or balance constitutes full acceptance of these Terms. Where payment is made by a third-party Payer, the Payer confirms that the Participant has received these Terms and the Liability Waiver and agrees to be bound by them.
