

Booking Terms and Conditions

Bushpilot Adventures CC Reg. No. 2006/046060/23 herein after referred to as 'BPA' or 'The company', accepts bookings subject to the terms and conditions outlined herein:

1. Bushpilot Adventures – Services offered and their terms & conditions

- a. BPA acts solely as a facilitator in arranging self-guided flying safaris, and will make relevant arrangements and book hotels and lodges on behalf of the client.
- b. On request BPA will co-ordinate the rental of aircraft, however these will be rented directly from the aircraft owner or operator. Upon rental, the client is deemed to have concluded a rental contract directly with the supplier of the aircraft that in no way implies or obligates BPA in the event of aircraft related problems that may occur.
- c. The rental aircraft used by the client are supplied by flight schools, air charter companies, flying clubs, private individuals and other aircraft operators. BPA makes neither representation nor warranty, express or implied, about the airworthiness, or other condition of the aircraft, its engine(s), its mechanical and/or electronic components, avionics or airframe. It is the responsibility of the client, acting in his or her capacity as Pilot in Command (PIC), to so satisfy him/herself of the airworthiness of the aircraft.
- d. BPA can not be held responsible for lack of delivery of service from any suppliers such as hotels, aircraft owners, flight schools, flying instructors, the CAA, etc.
- e. The cost of the tours is broken down in the individual quote, which is inclusive of whatever is stated in that quote. Unless otherwise stated, the quote does not include the price of aviation fuel, landing fees, approach fees, cross border charges or passenger taxes and other en-route charges. These may be included on the quote as an estimate, but these are just that, an estimate.
- f. BPA will in no way be held liable for refund of the tour cost, in part or in full, should an event such as adverse weather, border-entry denial or an accident prohibit continuation of the tour.
- g. BPA will in no way be held liable for any extra costs incurred as a result of any unforeseen circumstances (e.g. alternate accommodation, alternate travel arrangements, the need to pay bribes, etc.)
- h. In the event of mechanical difficulties arising with the aircraft, BPA will liaise with the owner of the aircraft on the best course of action. Most contracts signed with the aircraft owner or operator stipulate that the cost for any repairs are for the aircraft owner's account. However, the client is generally responsible for the costs of getting a qualified aircraft mechanic and spare parts onto site. Please check the relevant clause in the contract with the aircraft operator for details on this.
In the event that fixing the aircraft will take an extended time, the client should be prepared to complete the tour using alternate methods of transport. BPA will help with such planning, and will endeavor to arrange a substitute aircraft, however BPA is in no way responsible for extra costs incurred for such a scenario.
- i. To fly as PIC in a SA registered aircraft, the client will have to complete his license validation. Should there be two pilots, but only the one has done his license validation, then that pilot will at all times be PIC.
Should the client not obtain this license validation for whatever reason:
 1. He/She will either need to take along a SA license holder as PIC (if one can be found), in which case all accommodation, meals and other expenses for this PIC are for the client's account.
 2. Alternatively the tour would have to be cancelled; see refund schedule below.
- j. The client is responsible for payment of flying time in excess of the flight time limit as stated in the quote / invoice. Such extra payment is to be paid directly to the aircraft owner.

Bushpilot Adventures cc

- k. Accommodation – Unless stated otherwise (and charged accordingly), accommodation is booked as two persons sharing a twin or double room. Most accommodation booked by BPA is all-inclusive of meals and one or two game activities, please enquire should you need more information on what's included with each establishment.
- l. Health - These tours can be somewhat physically and mentally demanding, and the onus is on the client to ensure that they have a reasonable level of fitness. BPA will not be held responsible for any health related issues that may arise en-route, and any medical assistance or evacuation is for the client's account.
- m. Certain documentation will be required at least three months prior to commencement of the tour so that BPA can start processing the relevant validation paperwork and documentation. This will include (but is not limited to) a copy of the pilot's license, log book and medical certificate, passport, booking form and any other relevant documents.

2. The Booking

If you would like BPA to arrange a specialized self-guided tour, it is advisable to contact BPA telephonically and enquire regarding your preferred dates and other preferences. This will also give you a chance to speak to one of us directly and clear any questions which you or we may have.

Due to the complicated nature of arranging such tours, the initial quote will be presented as a guideline only, and doesn't guarantee availability of each of the services as set out in the quote. To proceed with a booking, BPA requires a signed booking form and terms and conditions, and a R3000 deposit. These moneys cover:

- An information pack which will be sent to the client in their home country, consisting of relevant charts, an airfields directory, an airlaw study guide, and frequency charts. The value of this information pack incl. postage is R1500.
- The remaining R1500 is paid as a non-refundable deposit for further tour planning, and will be deducted as payment received on the final invoice.

Upon receipt of the signed booking form and deposit your provisional booking will be confirmed by a confirmation notice. BPA will then go ahead and start with the provisional bookings, and will arrange the finer details regarding the tour.

Once these provisional bookings and details have been finalized, BPA will send to the client a set itinerary and invoice. To proceed with the booking, the following payment conditions apply:

3. Deposit & Payment

R3000 non-refundable deposit required to commence planning of the tour (see above).

25% of the remaining tour cost to confirm the reservation once final itinerary and invoice sent.

50% of the tour cost becomes due no less than 12 weeks prior to commencement date.

100% of the tour cost due 8 weeks prior to commencement date.

If these amounts are not paid in due time, Bushpilot Adventures may, at its own discretion, be entitled to regard the booking as cancelled.

4. Cancellation Procedure

Any cancellation is required in writing. Once this written cancellation is received, **BPA will endeavor to refund as much as it deems fair**, based on the following schedule (this is a "worst-case scenario" guideline, based on reimbursements from subcontractors and suppliers):

Cancellation notice received by BPA, in writing:

More than 15 weeks before commencement date	Only 50% of deposit withheld
Between 15 and 12 weeks before commencement date	Full deposit withheld
Between 12 and 8 weeks before commencement date	50% of tour cost withheld
Between 8 and 4 weeks before commencement date	75% of tour cost withheld
Within 4 weeks of the commencement date	Full tour cost withheld

Bushpilot Adventures cc

Any passenger joining the tour after the departure date, or not at all, or leaving before the completion of the tour for any reason whatsoever, is not entitled to any refunds whatsoever from BPA, or entitled to claim for any costs for any added expenses.

5. BPA Cancellation

In the unlikely event that BPA needs to cancel a tour, for any reason whatsoever, all moneys received will be refunded in full.

BPA also reserves the right to cancel any tour at its sole and absolute discretion in cases beyond their control (Force Majeure), in which case BPA will endeavor to refund as much as it deems fair, based on reimbursements from subcontractors, ground operators and accommodation suppliers.

6. Insurance

BPA provides no insurance of any kind except for Pilot's Excess Insurance, which is a requirement for hiring an aircraft. Comprehensive medical, travel and cancellation insurance are highly recommended for any BPA Tour. It is the client's responsibility to arrange such insurance in their country of origin.

7. Passports, visas and health papers

While it is the client's sole responsibility to ensure that passports, visas, health certificates, proof of vaccination, etc. are all in order for the countries to be visited, you are welcome to ask us for assistance in this matter. Note however that such assistance is given free of charge and therefore BPA cannot be held liable for any consequences, damages or claims in the event of such paperwork being incomplete.

Health - While most Southern African countries don't have strict vaccination requirements, it is the client's responsibility to check with their travel physician regarding vaccination requirements / recommendations prior to departure. Malaria is a hazard over many parts of Southern Africa, here again the travel clinic will be able to guide you on best practice. Remember to mention that you will be flying an aircraft.

8. Risk

The client accepts that this tour is of an adventurous nature and involves an element of personal risk.

Neither the company nor any of its agents shall be held liable in any way for any injury, loss of life or property or damage to property, howsoever caused and the client hereby indemnifies and holds BPA, its agent, assigns and servants harmless from any such claims.

The client accepts full responsibility for all risks involved and besides these terms and conditions clients and their party will also be required to sign various indemnities prior to departure, as is standard on such tours.

Furthermore, the client accepts that this tour will take place in a land of unpredictable conditions, and the possibility of needing to pay bribes and make alternate arrangements is a very strong reality. Expect the unexpected, nothing is guaranteed! A self-reliant and flexible attitude will not only get you back in one piece, it will also make for an enjoyable and exciting experience.

9. Force Majeure

Unforeseen circumstances including but not limited to war, mechanical breakdown, weather, riots and other unforeseen reasons beyond the control of BPA may cause delays even the cancellation of the tour. BPA shall not be held liable in any way for such events, however we will endeavor to provide substitutes for any changes to the tour and keep it as entertaining and adventurous as possible.

DISCLAIMER: Neither Bushpilot Adventures nor any of its employees, officers, directors, or shareholders, nor any other person acting for, through, or on behalf of it shall be liable for any loss, damage, injury, sickness or death whatsoever or from any cause whatsoever, incurred by any Safari participant or other person, including but not limited to, arising from any errors or omissions contained in its literature or brochures, or from late or non-confirmation of bookings, or

Bushpilot Adventures cc

9 Wessitter Woods | 55 Parel Vallei Rd | Somerset West 7130 | South Africa
Tel: +27 (0)21 852 0820 | Fax: +27 (0)82 131 9090334 | enquiries@bushpilot.co.za

from any cause within or not within its control, or from any negligence of itself, or any agent, or of any independent contractor with which it deals, including any third party from or by whom aircraft or motor vehicles are leased or serviced or from whom accommodation, meals, tours or transportation are obtained for the client, and including any liability which any Safari Participant may incur to third parties, such as injury to or death of third parties or their property.

In the event that any tour is rendered impossible, illegal, or inadvisable whether because of weather, mechanical difficulty, illness, season, strikes, war, civil unrest, government interference, or any other cause whatsoever, Bushpilot Adventures shall have the right at any time, at its sole discretion, to cancel any Tour or the remainder thereof, or to make alterations of route, accommodation, aircraft and price details. Any extra expense incurred as a result thereof shall be the responsibility of the client.

Bushpilot Adventures may at its discretion and without cost or liability to itself at any time cancel or terminate the client's booking for any reason whatsoever and, in particular but without limiting the generality of the above, in the event of the illness or the illegal or incompatible behavior of the client who shall, in such circumstances, not be entitled to any refund.

End Note

Bushpilot Adventures wishes to share with foreign pilots the wonders of flying in this beautiful land, however part of the excitement and adventure of the tour is the unpredictability of en-route weather, border formalities, fuel availability and other logistical issues. Things here in Africa don't run as smoothly as in other "Western Countries", bribery is an unfortunate part of everyday life, and the attitude of many of its inhabitants can be frustrating when approached with the usual western mindset. Nothing can be guaranteed! African time clicks to its own beat. Open your self up to such differences and eventualities and you will have an amazing and enlightening trip; it's your adventure, enjoy it!

We at Bushpilot Adventures are here to offer support in situations where events and circumstances "throw a bit of a spanner in the works". We will endeavor to resolve any issues to the client's satisfaction, the motto being "the show must go on". Ultimately a satisfied client takes home good memories and holds that warm place in his/her heart for Africa, which is exactly what we want to achieve.

I, the undersigned _____ do hereby confirm that I have read, understood and agreed to each and every term and condition contained herein.

I hereby indemnify Bushpilot Adventures, any of its employees, officers, directors, or shareholders, against any liability of whatsoever nature that may arise as a result of my taking part in the tour.

For group bookings, as the responsible person on behalf of the tour group, I hereby acknowledge that I am authorized to sign on behalf of each and every participant.

Signed at _____ on this _____ day of _____ 20 ____

Signature _____ as witness _____ date _____

Postal address _____

Physical address _____

Tel no. (h) _____ (cell) _____ (w) _____

Bushpilot Adventures cc

9 Wessitter Woods | 55 Parel Vallei Rd | Somerset West 7130 | South Africa
Tel: +27 (0)21 852 0820 | Fax: +27 (0)82 131 9090334 | enquiries@bushpilot.co.za