



a) Glossary of Terms:

1. **“Tour”** – is defined as the **“total complement of services supplied, including the Flying Safari,”** in Southern Africa.
2. **“Client”** - is defined as *the party leader* including his or her companions that will be traveling together on the Tour **U Fly Safaris**, the tour operating company, a corporation incorporated according to the laws of South Africa and that has offices in Johannesburg, South Africa. U Fly Safaris acts as agent and co-coordinating body to a range of contractors and sub-contractors that provide various services and activities making up the Tour. These services and activities include a) sourcing of rental aircraft, b) arranging foreign pilot license validations for flying in South African-registered aircraft, c) providing comprehensive documentation, WAC charts, other materials and a pilot’s Safari Flying Guide, d) arranging pilots’ briefings, e) conducting Flight Following services, f) obtaining flight clearances, g) arranging accommodations, meals, transfers, excursions and other Tour elements.
3. **“Commencement date”** - is the date on which the *tour* commences in South Africa.
4. **“Ending date”** is the date on which the *tour* ends in South Africa
5. **“Deposit”** is the initial payment required in order to qualify a client for participation on the Tour. It does not guarantee participation until the client has received a **Confirmation Notice** to this effect.
6. **“Confirmation notice”** is a notice from AAS to the client, confirming his/her participation in the tour.
7. **“Reservation form”** is the initial documentation to be completed by the client, and returned to U-Fly Safaris.
8. **“Due date”** is the date by which any payment must be paid.
9. **“US\$ or \$”** referred to here means “United States Dollars”

b) Conditions:

1. Deposits & payments:

Deposit: Euro or US\$ 1500 (one thousand five hundred) per person is required prior to us proceeding with any reservation.

Accommodation deposit: Pre-booked accommodation for the tour becomes confirmed if we receive the deposit by the due date - thereafter accommodation not held by a deposit is released.

Payment schedule:

16 to 21 weeks prior to tour commencement date - the next payment to bring total paid up to 50%, is due.

10 - 19 weeks prior to tour commencement date – final payment due

Late deposits may require rebooking and if accommodations or alternatives can then not be secured we will refund the deposit, *less* an administrative charge of Euro or US\$ 250 per person. Bank deposit fees (incoming and outgoing) are for the account of the client.

Payments:

2. General Documentation

Reservation Form: To be completed and signed as acceptance of General Terms and Conditions, which the entire party accepts.

Reservation Form to be sent back by **FAX or EMAIL address** together with your proof of deposit.

Should the Reservation Form be received, but the deposit not be paid, U Fly Safaris will record the client’s interest but cannot confirm participation on any tour. On receipt of the documentation & payment U Fly Safaris will confirm space on the tour by sending a confirmation notice (unless this tour is fully subscribed, in which event U Fly Safaris will return the deposit or retain same for an alternative Tour, at the client’s discretion). Original copies of the Reservations Form and Terms and Conditions are required by U Fly Safaris from the client upon arrival in South Africa – alternatively they can be snail mailed prior to arrival.

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3. Pilot’s documentation, where applicable:

8 weeks prior to your arrival we require the following documents notarized (certified):

- 1) your (current) pilot’s license;
- 2) medical certificate;
- 3) pilot’s radio operators license (if applicable),
- 4) facing page of your passport,
- 5) 2 passport photos,
- 6) last 4 pages of your logbook, duly summarized to show time total and on which types, couriered to our address in South Africa (will be supplied to you)

NB! Upon arrival you are required to have with you the ORIGINALS of the above documents. It is advisable also to have a logbook checkout in the type/s of aircraft you will be flying on safari.

4. Rescheduling, Cancellation and Refunds

1. Rescheduling: After payment of the client’s deposit and documentation, scheduled dates can NOT be altered by the client, unless such flexibility was agreed upon. Monies held by U Fly Safaris for unscheduled dates do not form a part of this and such monies are held in trust for a future scheduled, confirmed Tour. If absolutely necessary, U Fly Safaris may alter the Tour commencement and ending dates prior to, or after, the originally scheduled dates, which alteration does not constitute cause or reason for cancellation of the Tour by the client. U Fly Safaris would make every effort to accommodate your requirements in such an event by communication with you.

2. Cancellations, refunds:

2.1 Cancellation by the client

Is always required **in writing (fax OR email) which must be acknowledged** and is subject to the following timing schedule, whereby some or all monies paid will be retained.

*For cancellation notice** received by U Fly Safaris, in writing:*

more than 19 weeks before commencement date - U Fly Safaris returns the deposit less Euro or US\$200 pp

between 19 and 12 weeks before commencement date - U Fly Safaris retains the full deposit

between 12 and 10 weeks before commencement date - U Fly Safaris retains 50% of the tour cost

between 10 and 8 weeks before commencement date - U Fly Safaris retains 75% of the tour cost

within 8 weeks of the commencement date - U Fly Safaris retains 100% of the tour cost.

Please note that service providers and lodgings scheduled in our itineraries strictly enforce their cancellation terms, and particularly so in high season.

2.2 Cancellation by U Fly Safaris: Should U Fly Safaris cancel the tour after deposits have been received due to fewer than the minimum participants required having signed up (only the case of a group tour), the full deposit will be refunded. Should U Fly Safaris cancel the tour at any time due to factors beyond their control (including war, weather, *force majeure*, riot, civil action), they will refund the client whatever portion of monies are reimbursed by subcontractors, ground operators and accommodation suppliers.

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5. Insurance

It is a condition of the Tour that the client proves adequate personal cancellation, curtailment and medical insurance, prior to the commencement date of the Tour. U Fly Safaris highly recommend that such insurance be taken out to cover whatever monies have been paid, in the unlikely event that the client or U Fly Safaris have to cancel the tour, or weather or other conditions force the cancellation or curtailment of the Tour whilst underway.

6. Accommodations

Accommodation as specified in the itinerary, or similar alternatives will be provided in hotels, lodges and safari camps, based on two persons sharing, a twin-bedded room with private facilities. Single accommodations at a supplement can be requested. Notwithstanding the foregoing, U Fly Safaris makes no representation on behalf of the accommodations or services supplied, but will supply websites and other information on lodgings and will to ensure such lodgings are in accordance with a minimum level of standards. Service charges are included for all accommodations. National Park fees are usually, but not always, included. Tipping is excluded.

7. Non-performance and/or non-conformance and/or reasons for not completing the tour or part thereof

U Fly Safaris accepts no responsibility for;

- 7.1) the inability of the client to complete the Tour, or a portion thereof for whatsoever reason;
- 7.2) delays, howsoever it may arise;
- 7.3) cancellations of services en-route,
- 7.4) unused accommodation bookings resulting from delays and/or cancellations arising from any cause whatsoever, including adverse weather conditions, riot, political unrest, *force majeure*, defective or unusable aircraft or any other cause. U Fly Safaris will not make any refunds except as provided for under Cancellations stated elsewhere in these general terms and conditions.

8. Changes to itinerary

U Fly Safaris reserves the right to make itinerary changes without prior client notification or consultation. However, we will at all times endeavor to maintain the scheduled itinerary and keep the client fully informed.

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9. Health:

It is the responsibility of the traveler to ensure that the necessary immunizations are obtained prior to departure. This includes Malaria, which is applicable in some Southern African and African regions. Your local physician, or Authority or Travel Clinic will be able to provide you with the necessary information. If you are the pilot, it is imperative to ensure your medication is appropriate and in line with recommended medications and the precautions are adhered to.

10. Indemnity

An indemnity form must be signed by travelers prior to the Commencement of the Tour.

11. General Liability Waiver

U Fly Safaris, its employees, officers, directors, shareholders, or any other person acting for, through, or on behalf of it, shall NOT be held liable in part or as a whole, for putting a client/client's party in mortal danger or, for any loss, damage, injury, sickness or death whatsoever arising from any cause including but not limited to errors or omissions contained in its literature or advertising or from late or non-confirmation of bookings, or from any cause within or not within its control, or from any negligence of itself or any agent or any independent contractor or subcontractor with which it deals, including any third party from or through which aircraft or other transport are leased or serviced or from whom accommodation, meals, tours or transportation are brokered on behalf of the client.

12. Rental Aircraft Liability Waiver

In the event of any incident, and/or accident related to the rental aircraft, in which a client and/or the client's party are traveling, whether such is the cause or not, of loss, damage, injury, disablement, death or inconvenience, none of the aircraft's occupants, nor their dependants, heirs, estate, executors, business associates or any other interested parties, shall hold liable or seek compensation, financial or otherwise in part or wholly, from AAS, its employees, officers, directors, or shareholders.

13. Pilot in Command (PIC)

The PIC is solely responsible for decisions relating to the airplane he/she is flying, including but not limited to suitability of runways or other surfaces for take-off or landings, inclement weather, refueling, weight and balance determinations, baggage, loading and offloading, carriage of companions and/or non-commercial passengers. The PIC also takes responsibility for the completion of all documentation that relates to the flight, passengers as is required by Law. None of the PIC or his/her other airplane occupants shall seek compensation for any reason, from U Fly Safaris, its employees, officers, directors, shareholders, or any other person acting for, through, or on behalf of it, for reason of an airplane becoming un-airworthy, deemed unsuitable, getting damaged or for any incident whether caused by pilot misjudgement, error or airplane malfunction of any kind and for any reason.

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15. Suppliers of rental aircraft

U Fly Safaris in good faith arranges with various suppliers, the supply of airworthy aircraft for use by clients on the Tour. Upon taking charge of this rental aircraft, the client concludes a rental contract verbally or written, directly with the supplier of the aircraft, that in no way implicates U Fly Safaris or obligates U Fly Safaris in the event of aircraft related problems that may occur on the Tour. U Fly Safaris will at all times without prejudice, endeavor to limit the possibility of any problems that may occur on the Tour, howsoever it may arise and whatsoever it may be, that would cause the aircraft not to complete the Tour, or cause delays as a result of mechanical failure and/or *en route* maintenance related problems.

16. Non-insurance of occupants

No insurance cover is offered, or is available for pilots or their immediate families or connected persons, traveling in a light aircraft.

17. Rights of U Fly Safaris

In the event that the Tour or any portion thereof is rendered impossible, illegal, or inadvisable because of weather, *force majeure*, strikes, war, civil unrest, government interference, or any other cause whatsoever, U Fly Safaris shall have the right at any time at its sole discretion, to cancel or curtail the Tour 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.**

U Fly Safaris may at its discretion and without cost or liability to itself at any time cancel or terminate the client's booking 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 except as provided for under Cancellations above.

General conditions of rental and use of Aircraft in Southern Africa & on Tour

1) Pilot-in-Command (PIC): Only a pilot who has successfully completed the South African Civil Aviation Authority requirements for foreign pilot license validation may act as PIC of a South African-registered aircraft. The pilot so qualified, is at all times the PIC of the aircraft. If more than one pilot has qualified as PIC, then either one or the other may act as PIC. The PIC bears sole responsibility for all flying duties and decisions related to the operation of the airplane, and in so doing assumes full responsibility for all occupants, their safety and well being. U Fly Safaris does not provide a pilot for the aircraft rented by the client, unless requested to do so.

2) Airworthiness of rental aircraft: The rental Aircraft used by the client are supplied by flight schools, air charter companies, flying clubs, private individuals, and other aircraft operators. U Fly Safaris makes no 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 PIC to so satisfy him/herself of the airworthiness of the aircraft supplied prior to departure. **However, U Fly Safaris does its best to ensure, as far as practically possible that the aircraft is in a sound mechanical condition and that all essential electrical apparatus is servicable.**

2) Mechanical difficulties: In the event of mechanical difficulties with the aircraft en-route during a Tour the following procedures will apply: The U Fly Safaris tour leader(s) will contact U Fly Safari's head office and determine an appropriate course of action. U Fly Safaris will liaise with the supplier of the aircraft for further instructions. The client will undertake no repairs or maintenance without authorization from U Fly Safaris, or the supplier of the aircraft. U Fly Safaris may, but is not obliged to, substitute another aircraft in which the client can complete the Tour. In the event the client cannot complete the tour self-piloting, U Fly Safaris will recommend best alternatives to get to the itinerary

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destinations to complete the ground arrangements as far as possible. Any additional costs incurred are for the client's account. The client and his party may, if practical complete the remainder of the tour in the escort aircraft or other group aircraft or combination thereof. Group members are not obliged to offer space, but it is generally accepted that the "grounded" party be accommodated so that they can complete the Tour as passengers. Unused prepaid rental time is not refundable.

3) Unsuitable flying weather: According to South African Air Law, flight on a validated foreign pilot's license must be conducted during daylight hours in visual meteorological conditions (VMC). Therefore unsuitable flying conditions can disrupt, delay, or even make it impossible to fly a portion of the Tour. In the event of adverse conditions we will do everything we can to help and this may include advice on rerouting, rescheduling accommodations, and other help. **Should you be on a guided safari with escort aircraft, we are with you all the way to try and assure a rewarding and successful tour and, whatever the difficulty, we are here to assist you. For clients flying independently, you will have the full backup and support of our offices and expertise.**

4) Prepaid flying time:....is calculated based on the total distance, divided by 100 knots ground speed. E.g. a safari of 1875 NM, assumes 18.75 hours to complete. 10% will be added to account for taxi, take off and landing. This is known as the NOMINAL time and thus 20.6 hours at the dry "base" rate for your rental airplane, is included in your prepaid tour cost.

The final time you fly is always based on hobbs meter time and may exceed the NOMINAL. Such excess flying time, will be billed at the conclusion of the Tour according to the prevailing hobbs meter rate for your rental airplane, excluding fuel.

Should the aircraft finally allocated to the client come in at a higher base rate (for any reason, not limited to an airplane upgrade, alternative or newer equipment or other), this difference will be indicated to the client prior to the safari departure, and charged to his/her account for payment prior to the end of the safari

Should the client unreasonably refuse to fly an airworthy airplane allocated to him/her, U Fly Safaris is not responsible for pre-payment for an alternative aircraft – and a refund may not be available for the originally arranged aircraft.

5) Excess (Deductible) insurance: Clients renting aircraft are required to carry insurance covering the deductible portion of the underlying aircraft hull and liability policy (carried by all rental aircraft). This insurance is taken out once you have arrived and ensures your liability is zero. However some policies *may* require you to make good on the "no-claim bonus" portion of the premium should a claim arise.

6) Hazard: Flying activity in light aircraft is potentially hazardous. Much of Southern Africa is wilderness with unpredictable flying conditions; landing strips unpaved, unmarked and with various surfaces and approaches, no nav aids or radar vectoring. Indeed, an integral element of the Tour is the experience of operating an aircraft in this environment. Nothing is guaranteed. It is recommended that all lawful instructions and reasonable advice of U Fly Safaris, its representatives, safari operators, and flight instructors, be followed. However neither the PIC nor other airplane occupants can make any claims on U Fly Safaris or any other persons for having been put in mortal jeopardy or for suffering Trauma after any incidents, accidents or other issues relating to their Tour or the flying or operating of aircraft.

8) Aircraft preferences: We cannot always guarantee your first choice of aircraft, and suggest you have an alternative aircraft option in mind at the time of booking, and ensure you are adequately licensed on it. Aircraft are always on a first-come first-served basis. We generally source single engine Cessna and Piper aircraft.

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- 9) Validation requirements:** The South African Civil Aviation Authority SACAA respects the privileges of your issued foreign license restricted to daytime VFR (eg FAA, JAR issued licenses). However some foreign licenses may be type specific and in this case you must be able to *show logged PIC time in type*, eg. if you plan to fly a C172, logged time in a C182 does not qualify. This logged time must be a dual check and entry in your logbook, as PIC time in the type of aircraft you will be flying and it cannot be done after arrival, but must be completed in an airplane registered in the country of pilot's license issue. Some time prior to arrival you need to check with AAS on what is required. Whatever the case it is a good idea to have had recent instructor signoffs in alternatives that you may be flying on safari.
- 10) Positioning of, and return of aircraft to home base:** Aircraft position and re-positioning to and from the airport of "Tour departure", will be charged at an hourly rate, and fuel costs will be for the client's account. This is usually less than an hour, unless the aircraft origin is from afar. Rented aircraft must be returned to the airfield of Tour departure or an alternate local airfield in the same vicinity where the airplane is based. The client is responsible for any extra charges incurred if the aircraft is not returned to base for whatever reason. These charges may include airline and other transport costs incurred in retrieving the aircraft. Retrieval costs do not apply in the event of mechanical breakdown beyond the control of the client.
- 11) Rental Contract, security deposits:** The client will be required to sign a rental/lease contract for the airplane he/she is flying, detailing the conditions of rental/lease. In all cases a refundable security deposit is required, to be held in trust (escrow), until the return of the aircraft. Incidental costs such as unpaid user fees, airspace violation fines, insurance claim amounts, damage or excessive wear and tear or other such items may also be debited to this deposit. The deposit is required in cash or by credit card guarantee, prior to safari launch.

-----**END OF TERMS AND CONDITIONS**-----

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