

PLEASE READ the Black Sense Entertainment/Travel General Terms & Conditions below for the 2022 South Africa Experience.

TRAVEL DOCUMENTATION - I understand that it is my responsibility to obtain the correct travel documentation (passport, visa, identification) for the destination to be visited. I understand that passports are required to be valid for at least 6 months beyond the date I return home from my trip.

TRAVEL INSURANCE - I understand that **deposits are non-refundable**, therefore, Black Sense recommends all guests to purchase independent travel insurance which should include all expenses, including cancellation fees and/or costs for alternate travel plans or to return home if necessary. Black Sense recommends Travel insurance to be purchased on the same day as your first deposit to ensure full coverage or as soon as possible thereafter.

PRICE ADJUSTMENTS & INCLUSIONS - I understand that prior to completion of full payment there is a potential for a price increase(s) due to fuel surcharges imposed by airlines, and/or transportation companies, as well as potential for increases in government-levied taxes and fees. I understand that once I complete full payment, there will be no price increases and that I may choose to accelerate full payment to avoid any price increases. Once issued, airline tickets are no longer subject to potential increases but are fully nonrefundable.

PRICING & PAYMENTS - Failure to submit final payment on time may result in the cancellation of your reservation. Tour rates include only those items specifically identified in the Tour itinerary or Tour inclusions section and may not include: passport and visa fees, excess baggage charges, baggage and personal insurance, gratuities, optional tours, optional upgrades, beverages, other personal items and expenses. Certain foreign taxes and fees are not pre-collected and must be paid overseas by the customer.

ITINERARY PACE - I understand that escorted tours are active and may require walking over uneven surfaces or navigating steep steps or slopes.

ASSUMPTION OF RISK - I am aware that travel such as that I am undertaking involves hazardous activities, with a risk of illness, injury or death which may be caused by forces of nature, animals or insects. I am also aware that medical services or facilities may not be readily available or accessible during some or all of the time during which I am participating on the trip. In order to partake of the enjoyment and excitement of this trip I am willing to accept the risks and uncertainty involved as being an integral part of my adventure and assume full responsibility for any and all risks of illness, injury or death and agree to hold harmless and release Black Sense Entertainment/Travel from claims of third-party negligence.

DISCLOSURE & RESPONSIBILITY - Black Sense is not an agent of any for the companies it represents, including, but not limited to, any travel agent, tour sponsor (Smartours), tour operator, tour guide, transportation provider, land operator, airline, hotel or services on any Tour. By utilizing the services of Black Sense and its Providers, you agree that Black Sense shall not be responsible for any damages (including without limitation illness, bodily injury or death), losses, claims, demands, rights, actions, costs (including attorneys' fees and court costs) and liabilities, of whatever kind or nature (collectively, "Liabilities"), attributable to (a) any Extraordinary Circumstances and any related travel restrictions, (b) any equipment failure or defect or (c) any fault or default of any Provider. Black Sense shall not be liable for any damage resulting directly or indirectly from delays, cancellation or changes in flights. In the event that it becomes necessary or advisable, for the comfort or well being of Tour participants, or for any reason whatsoever, to alter any Tour itinerary or arrangements, such alterations may be made without penalty to Black Sense or the applicable Providers, and any additional expenses shall be borne by the participants. You will not be eligible for any refund or credit based on any voluntary or involuntary absence from any part of a Tour.

CANCELLATION OR RESCHEDULING OF TOUR - I understand in the case of the tour cancellation or rescheduling by the Tour Company – smarTours / Black Sense, Tour participants will be offered a credit in the amount paid through the date of such suspension, less any unavoidable Provider fees and penalties, including, but not limited to, hotel and airline cancellation fees.

RELEASE FROM LIABILITY - I have read the Terms & Conditions, the Release from Liability, Assumption of Risk and all stated clauses and understand the entirety of this document. I agree that my payment and subsequent acceptance of my travel documents constitutes my acceptance of those Terms & Conditions. By stating "yes" below this document, I agree to these Travel Terms & Conditions.