

## TERMS & CONDITIONS

Validity 2009

**Reservations Policies:** The following terms & conditions apply to all Sankofa Connection™ Inc. (hereafter referred to as SCI) & SCI Global Destinations. Customers must be at least 18 years old, particularly safari participants & possess the legal authority to conduct business with SCI in accordance with Terms & Conditions herein.

**What is included & not included in the tour price:** Each tour has a separate list of what is included in the package. If you have any questions of the inclusions, please contact our office. Details will also be outlined in your travel service contract.

**Reservations and Registration:** SCI requires a \$250US per person deposit for all travel, except safaris, groups of 10 or more, special occasions & Special Events which requires an initial deposit of 25%; multiple-country tours require 40%. A total of 50% of the tour/cruise price must be paid 140 days before departure. In some cases additional fees may be required for adventures tours, e.g. Mt. Kilimanjaro Trek.

**Payment:** All payments, including deposits must be received by the due date(s) as specified in the travel service contract. Balances are due 60 days prior to your departure date (90 days for adventure tours). There are no exceptions. Net prices, hotel availability, flights and travel dates are only guaranteed once payment is received by SCI. All prices are in U.S. dollars, and paid airfares include required government taxes, segment fees, airport passenger facility charges (PFC's), September 11th Security Fees and federal segment fees.

Prices do not apply to conventions. Individuals using these rates in conjunction with attending a convention may be subject to prevailing convention rates or cancellation. Adjustments of package pricing will not be made after full payment, nor shall any subsequent rate reduction be made retroactively. SCI reserves the right to correct any errors and re-invoice any package.

Reservations will be cancelled, with full loss of deposit, if payment(s) is not received by the due date(s). Changes to existing reservations 61 days or more will result in a \$50US administrative charge & any price differential. Any changes made to existing reservations 60 days or less will be charged \$75US administrative charge & any price differential. Documentation is sent approximately two weeks prior to your travel date. When new reservations are made within 60 days of departure, the entire amount in the form of a cashier's check or certified check is to be submitted at the time of reservations plus a nonrefundable fee of \$75US per person expedite fee. If you are making your reservations within 45 days of departure, you must pay in full by cashier's check or bank transfer plus a nonrefundable fee of \$75US per person for expedited services. Your service contract will show any variations of these terms.

**Children's Rates:** Special children's rates may be available and will be quoted with the total package price based upon request. Additional charges for cribs, rollaway beds, infant car seats and similar special request items will be the responsibility of the individual and must be paid directly to the hotel or rental car company. Children 13 years and younger may not travel alone and must be accompanied by an adult 18 years and older on the same package. Hotel check-in restrictions may apply (most hotels require one guest to be at least 21 years old).

**Exclusions:** SCI prices / rates do not include extra charges imposed by the airlines / 3<sup>rd</sup> parties. Meals, shows, tours, tips, energy surcharge, excess or overweight luggage, telephone calls, liquor, taxes, room service, laundry or other items of a personal nature not otherwise specified in the quoted rates are excluded from the package/tour price. All personal charges must be paid prior to departure from the hotel or upon return of the rental car. A major credit card, cash deposit & photo ID may be required upon check-in at the hotel.

**Cancellations:** All travel cancellation policies apply in every instance, without exception. Travel insurance is available through the SCI office. Travel insurance is also available on line at [www.sankofaconnection.com](http://www.sankofaconnection.com). All cancellations must be made in writing or email. Cancellation penalties outlined below are more restrictive for travel during High Season, special events and holiday periods (i.e., Thanksgiving, Christmas, New Year's). Please call SCI at 1-866-472-6563 for specific restrictions. As a general guideline, the cancellation fees imposed by SCI are based on the number of days prior to departure and cover handling & liquidated damages for SCI which are outlined below:

**Refund:** 150 Days or more prior to departure - full SCI refund less any unrecoverable airline, administrative charge and/or 3<sup>rd</sup> party fees.

**Penalties:** These cancellation penalties below are imposed as well as unrecoverable airline, administrative charge and/or 3<sup>rd</sup> party fees.

149-101 Days prior - 10% of travel cost / tour package      100-46 Days prior - 25% of travel cost / tour package

45-31 Days prior - 40% of travel cost / tour package      30 Days or less - 100% of travel cost / tour package

Certain suppliers have higher cancellation fees. Refunds will depend on recoverable monies that are secured from airlines and domestic / overseas travel suppliers. Cancellation fees can be as much as 100% of the tour cost. Once a tour is in progress, no refund will be made for less than three consecutive days of missed services such as unused sightseeing or meals. No refund will be made for changes or deviations initiated by the traveler after commencement of tour.

**Changes / Revisions / Deviations:** All changes or revisions made to existing reservations prior to travel are subject to change fees that vary by destination and dates of travel. Flight, date or hotel changes cannot be made 8 days or less prior to departure. Some packages or portions of packages are non-changeable. Changes in a package including, but not limited to, a change in origin, departure date, destination or hotel room category / configuration are subject to change fees in effect at the time changes are made. If changes involve a change in rate, payment will be required at the time of change. Name changes made to hotel reservations 15 days or more prior to departure may be subject to a \$50 per person charge. Airline deviation/change fee is \$200. If ticketed, the airline passenger is subject to a \$250 per person reissue fee. Name changes are not permitted 14 days or less prior to departure.

**Refunds:** Some packages are non-refundable. The right to refund is limited if changes are made to travel plans, travel dates, hotels, hotel categories, hotel configurations, changes in origination or destination. No refunds will be issued or exchanges made for any missed or unused package features, package components or unused hotel nights. SCI is not responsible for free components provided by third party vendors. Free components have no cash value.

Requests for refunds, after travel has been completed, must be submitted in writing or email to SCI no later than 30 days after the departure date. Send requests for refunds to: Sankofa Connection Inc., 203 N. LaSalle St.; Suite 2100, Chicago, IL 60601.

All refunds are subject to conditions outlined above governing cancellations & are further subject to any such fees or other charges imposed by third party suppliers including, but not limited to, airlines, hotels, rental car companies or ground transportation companies. Acceptance of a refund constitutes a waiver by the customer of all rights and remedies under applicable laws other than the amount of the refund. All refunds will be issued within six to ten weeks.

**Travel Insurance:** SCI will provide you with Travel Insurance information and/or application with your initial invoice. For your convenience, you may apply at [www.sankofaconnection.com](http://www.sankofaconnection.com). The **coverage is highly recommended** and in some cases travel insurance may be mandatory. Pre-existing medical conditions may be covered if your insurance payment is received within 14 days of your initial trip deposit. In the event that you would have to cancel your travel plans, travel insurance can protect you against the high cancellation fees.

**Air Transportation:** The cost of the tour may include air transportation as required in the itinerary either from/to the USA gateway or for a portion of the itinerary. Unless otherwise requested, air prices are based on special, NON-REFUNDABLE airfares that carry change and cancellation penalties. These measures are taken to ensure the lowest price available. Please be sure you understand these charges before accepting the contract. SCI will not assume any responsibility for any air schedule changes; however, we will attempt to keep you fully informed of changes as we learn of them. Supplemental fares for departure from all major cities are available. Please inquire of prices for First and Business class service. We do not arrange for loyalty program / mileage free tickets or upgrades, but we will be pleased to provide you with a detailed flight itinerary required for any of these programs.

If the traveler(s) purchases airfare with someone other than SCI and an airline change or cancellation occurs upon attempted departure, it is up to the traveler to coordinate with the airline an alternate means of travel to the safari or tour destination.

**Rental Cars:** Each car rental day included in the package is defined as a 24-hour period beginning at the time when the car is picked up. No refunds will be issued for unused cars or periods. If the car is returned beyond the 24-hour rental period, additional charges will apply. Car rental rates for packages that include a car do not include taxes, gasoline, optional insurance, collision damage waiver (CDW), personal accident insurance, personal effects protection, drop-off charges or child safety seats. A valid driver's license and major credit card (MasterCard, Visa, Amex) will be required prior to renting the car. The rental car driver must be at least 25 years old.

**Participation in Activities:** Some activities may be challenging or too strenuous for children and/or person suffering from but not limited to heart disease, chronic illness, physical handicap, advanced pregnancy or mental illness. There are certain activities furnished by independent suppliers that have a degree of danger. Some of these activities entail various inherent risks. Please follow the directions given by tour guides and safari guides. This is for your own safety. These activities include but are not limited to: walking, horseback riding, mountain climbing, rock climbing, elephant safaris, canoeing, white water rafting, hot-air-ballooning and gorilla trekking.

Roads may be rough, so persons with bad backs and/or knees should be aware of these conditions before venturing on safari. It should also be noted that if you are going on a safari, some animals are wild & could cause personal injury. It is essential to follow all the rules of the bush, including never walking alone in the dark. You should be aware that although precautions are taken by the suppliers to guard against such dangers, your safety cannot be guaranteed. Should you elect to participate in such activities, understand that participation is at your own risk, and SCI can't assume responsibility for your safety.

**Independent Suppliers & Responsibility:** SCI & their agents purchase many independent services from various domestic / international suppliers. Services include, but are not limited to, accommodations, sightseeing, charter aircraft, food service and land transportation. These suppliers are not affiliates of SCI. Neither SCI nor any of its agents or employees shall be held liable for a) any loss of or damage to property or injury to any person caused by reason of a defect, negligence or other wrongful act or omission of or any failure of performance of any kind by any other transportation company, vendor or supplier; b) any inconvenience, loss of enjoyment, mental distress or other similar matter; c) any delayed departure, missed connections, substitutions of accommodations, termination of service or changes in fares and rates; and d) any cancellation or double-booking of reservations, tickets or packages beyond the control of SCI. SCI shall not be responsible for flight schedule changes, rate changes, errors or omissions. By accepting the contract customer waives any claim against all such parties for SCI. In no event shall SCI be responsible for any amount other than the price paid by the customer for travel, tour or package. SCI reserves the right to accept, decline, retain or remove any person as a member of the tour package program or group at any time.

**Special Travel Requests:** Hotels, destinations, airlines and tourist facilities do not necessarily have the appropriate special services and equipment to accommodate persons with disabilities or special needs; particularly outside the USA. Please advise SCI of any special requests at the time of booking. SCI will forward the requests to the appropriate vendors. Fees & charges for special services may apply. Special services are treated as requests only and cannot be guaranteed by SCI.

**Domestic Travel Requirements:** Photo identification is required for domestic flight check-in. A major credit card, cash deposit and photo identification may be required upon check-in at the hotel. Hotel check-in restrictions may apply (most hotels require one guest to be at least **21** years old). A valid driver's license and major credit card will be required prior to renting a car. The rental car driver must be at least 25 years old. Children 13 years and younger may not travel alone and must be accompanied by an adult 18 years and older on the same package.

**International Travel Requirements:** SCI recommends the following documentation for international travel and flight check-in. All passengers are required to present a passport (valid for 6 months beyond travel date) as proof of citizenship and a picture ID for all travel. Requirements vary by country and citizenship. Please note: the processing of travel between borders (traveling multiple countries) and with Customs officials is unpredictable and may at times become time consuming and tedious.

Citizens of countries other than the U.S. will need special documentation, generally a passport and visa to enter the U.S. Non-USA citizens should contact the consulate of the country they are visiting for passport, visa and full documentation requirements. Requirements vary by country and citizenship.

Additional foreign departure taxes, immigration and inspection fees may apply. Married or divorced women traveling under names other than what appears on their travel documents must present a marriage certificate/license and/or divorce decree. The passenger's name on the ticket must match the name on the form of identification to be used, including middle initial. When making a reservation online, enter the name exactly as it appears on the form of identification. Children under 18 years old must provide a valid passport or an original or certified copy of a county or state issued birth certificate. A notarized letter of permission to carry the child outside U.S. boundaries is required from any legal parent/guardian not traveling with the child. In cases of divorce or death of a parent, original custody papers verifying full custody to the traveling parent or an official death certificate eliminates the need for a notarized letter.

A major credit card, cash deposit and photo identification may be required upon check-in at the hotel. It is the responsibility of the traveler to comply with travel documentation requirements; no refunds will be made for improper travel documentation.

**Other Information:** The majority of SCI reservations for all destinations are **electronically ticketed with no paper tickets/documents**. A request for paper tickets/documents can be made by calling SCI at 1-866-4-Sankofa. A documentation fee of **\$75 per person per airline ticket will be assessed** and collected at the time of the request. Express mail delivery fees are a maximum of \$20 per package for all paper ticketing and documentation delivery. Please request all paper ticketing documents at least 60 days prior to departure.

**Force Majeure:** 'Force Majeure' means, in relation to SCI, any circumstances beyond the reasonable control of SCI (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions, sabotage or other untoward occurrences).

If SCI is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof. SCI shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If SCI is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by SCI to you as a result of the non-performance of any of SCI's obligations hereunder shall remain in its sole and absolute discretion although SCI shall use its reasonable endeavors to reimburse you where possible. However, SCI shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to SCI of the Force Majeure.

Regarding civil unrest, once SCI has investigated the prevailing situation, as it deems fit, it shall remain in SCI's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, SCI is of the opinion that the trip may proceed, no refund will be payable to you and the provisions stated under Cancellations shall apply.

SCI and their agents cannot be responsible for any services or any portion of the trip that were not made directly by the U.S. office.

**Consumer Protection:** In the event of SCI's default, you may be eligible for a refund from Errors and Omissions professional liability insurance. You have a right to make a claim for a refund of any money paid to SCI that is due because of SCI's bankruptcy, insolvency, cessation of operations, or material failure to provide the transportation or travel services sold. The claim must be filed within 60 days (or in some limited circumstances, within one year) after you become aware of your loss. The above act forces SCI "to comply with and protect all consumers".

**Traveler's Acceptance:** **Deposit(s) and/or Payment(s) received certifies that you understand and accept the travel conditions set forth above and on all other documentation. Leaders for groups of 10 or more are responsible for sharing this information with their group.**

These terms and conditions govern the relationship between Sankofa Connection™ Inc. of Chicago, IL (herein referred to as SCI) and you, the purchaser and/or traveler, and they apply to the all tours, groups and safaris as published on this website, as well as any brochures. No alterations to these terms and conditions may be made by any SCI employee, authorized representative or agent, unless in writing by an officer of SCI. An authorized officer of SCI shall make all decisions and matters subject to SCI discretion.