



WHOLESALE
SUPPLY AGREEMENT

COMMENCEMENT DATE: [INSERT DATE OF AGREEMENT]

BETWEEN:

1. African Bush Camps Limited, a company registered in England and Wales under company number 05462528 whose registered office is at Suite 1, Staple House, Eleanor's Cross, Dunstable, Bedfordshire LU6 1SU ("ABC") and
2. [Insert Company Name] a company registered in [insert country] under company number [insert] whose registered office is at [insert address] (the "Client");

each referred to in this Agreement as a "Party", or together as the "Parties".

WHEREAS:

- (a) ABC is a provider of luxury safari arrangements in Botswana, Zambia and Zimbabwe, selling to both distributors and direct customers.
- (b) The Client is a tour operator and/or travel agent wishing to purchase luxury safari arrangements from ABC for onward sale. The Client wishes to incorporate such safari arrangements into its tours and/or packages which it will sell as a principal to its own customers under its own terms and conditions of sale.

NOW IT IS HEREBY AGREED AS FOLLOWS:

Definitions & Interpretation

In this Agreement, the following words and expressions shall have the following meanings:

Applicable Laws	all applicable laws, statutes, regulations, rules and codes of practice from time to time in force
Balance Due Date	the date on or by which the full cost of the Safari Arrangements must be paid to ABC in accordance with any applicable payment terms notified to the Client by ABC
Day	a day, including a Saturday, Sunday or any public holidays
Confidential Information	all and any commercial, financial, marketing, technical or other information, know-how or trade secrets in any form or medium belonging to or disclosed by one of the Parties or obtained under or in connection with this Agreement (whether disclosed or obtained before or after the date of this Agreement), together with any copies, summaries of, or extracts from, such information in any form or medium or any part(s) of this information and which is designated as confidential or which is manifestly confidential
Controller, data controller, processor, data processor, data subject, personal data, processing and appropriate technical and organisational measures	have their respective meanings given to them in the Data Protection Legislation in force at the time
Customer	the person(s) or any of them who purchase any Safari Arrangement from the Client or on whose behalf any Safari Arrangements is/ are purchased and/or any substitute for that person
Data Protection Legislation	the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a Party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a Party
GDPR	General Data Protection Regulation (EU 2016/679)

<p>Intellectual Property Rights</p>	<p>all patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or shall subsist now or in the future in any part of the world</p>
<p>Itinerary</p>	<p>Shall mean the selection of safari arrangements chosen by the Clients' Customer</p>
<p>Price</p>	<p>the price specified and/or quoted by ABC (and identified as the 'Price' by ABC at the time of itinerary.</p>
<p>Safari Arrangements</p>	<p>the safari arrangements comprising carriage, accommodation, meals and/or beverages, and other travel services, together with any other services from time to time which ABC shall supply to the Client in accordance with the terms of this Agreement.</p>
<p>Third Party Service</p>	<p>Shall mean a service provided by a third party supplier directly to the Customer.</p>
<p>UK Data Protection Legislation</p>	<p>all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended</p>

1. THE SAFARI ARRANGEMENTS

- 1.1 ABC shall supply to the Client the Safari Arrangements as requested by the Client and agreed between the parties in writing. The Client shall in turn re-sell the Safari Arrangements to its own Customers as principal in the contract with the Customer.
- 1.2 ABC will ensure performance of the Safari Arrangements with reasonable skill, care and diligence, and that all personnel provided by ABC in connection with the provision of the Safari Arrangements will be appropriately qualified and capable of performing competently the work or jobs for which they are employed.
- 1.3 ABC shall ensure that the Safari Arrangements comply with all Applicable Laws, so far as applicable.
- 1.4 The Client acknowledges that ABC sells the Safari Arrangements to different clients, including but not limited to tour operators, travel agents, group operators and consumers, on a non-exclusive basis. Nothing in this Agreement confers or is intended to confer any kind of exclusivity arrangement with the Client.

2. GENERAL TERMS APPLICABLE TO THE SAFARI ARRANGEMENTS

- 2.1 Safari arrangements may include the following where applicable:
 - (a) Accommodation
 - (b) Meals and/or beverages included
 - (c) Travel, which includes road, water or air transfers
 - (d) National Park entry or access fees
 - (e) Laundry
 - (f) Activities.
- 2.2 Safari arrangements do not include:
 - (a) Visa Fees
 - (b) International / Regional Flights
 - (c) Travel Insurance
 - (d) Items of a personal nature
 - (e) Staff Gratuities (paid to staff representative directly in cash only)
- 2.3 Itineraries may be subject to change at any time due to unforeseen circumstances beyond the control of ABC. This includes travel, accommodation and activities. ABC endeavors to minimize changes to any itinerary.
- 2.4 ABC reserves the right to make alterations to or withdraw any service deemed necessary, and to pass onto the guest (through the Client) any additional expenditure or losses caused by delays or events beyond the control of ABC. In the event of such unforeseen circumstances, ABC reserves the right to adjust the cost of the itinerary as necessary.
- 2.5 A Commitment Fee of 20% of the total itinerary value is required in order to confirm the itinerary. This fee is not refundable as it covers the services in planning, coordinating and managing the itinerary. Included in the Commitment Fee is a vital Foundation Contribution as set out in clause 2.6.
- 2.6 Included in the Commitment Fee is a Foundation Contribution being 2.5% of the total itinerary value. This Foundation Contribution supports the ongoing success and development of critical conservation and community projects carried out by our African Bush Camps Foundation.
- 2.7 ABC is not responsible for any delays, cancellations, or disruptions on international or domestic flights booked by the Clients customers prior to the ABC itinerary. This includes the inability to satisfy the immigration or customs requirements on arrival. In the event of such delays, cancellations or disruptions impact the original scheduling of the ABC itinerary, any

additional incurred costs or losses incurred by ABC as a result of such delay, cancellation or disruption will be charged to the Client. The Client and its Customers are ultimately responsible to ensure connecting travel arrangements prior to starting the safari with ABC have been communicated to ABC accurately and timeously.

- 2.8 The Clients Customers will be covered by ABC's medical emergency evacuation insurance cover. In the event it is deemed necessary for a Customer to be evacuated, it shall be the Customers' responsibility to ensure sufficient medical and travel insurance is available to cover in-hospital medical expenses and costs after being admitted to hospital. The decision to evacuate a Customer remains the sole discretion of the responding medical team appointed by ABC's insurer. Travel and medical costs requested by the Customer not approved by our insurer remain the sole responsibility of the Customer.

3. LICENCES

- 3.1 ABC grants the Client a non-exclusive, world-wide licence for the term of this Agreement to reproduce (and re-size where necessary) the photographs, videos and descriptions of the Safari Arrangements ("the Content") provided to the Client by ABC for the purposes of re-selling the Safari Arrangements to its customers.
- 3.2 The licence granted by this clause is non-assignable; personal to the Client and cannot be sub-licensed. The Content must be created by ABC.
- 3.3 All intellectual property rights in the Content shall remain vested in ABC or the applicable copyright owner. The Client shall not use the Content for any purpose other than that expressly granted by the licence in this Clause 3.1.

4. RESERVATION PROCESS

4.1 Quoted itineraries **MORE than 60 days before date of travel**

- (a) We will endeavour to hold quoted itineraries supplied 60 days or more before date of travel on a Provisional status for a maximum of 14 days, after which ABC reserves the right to release the space.
- (b) If the quoted itinerary is accepted, a Commitment Fee, being 20% of the total itinerary value, must be paid within 14 days of acceptance date by the Client, notwithstanding the provisions of Clause 5 relating to Final Payment.
- (c) An Itinerary is not confirmed until a Commitment Fee is paid. It is only upon payment of the Commitment Fee that the itinerary status is changed from provisional to confirmed.
- (d) Should the Commitment Fee not be paid to ABC within the 14 days, the itinerary will expire and be released back into the system.

4.2 Quoted itineraries **LESS than 60 days before date of travel**

- (a) We will endeavour to hold quoted itineraries supplied LESS than 60 days before date of travel on a provisional basis for a maximum of 7 days, after which we will release the space.
- (b) Once the quoted itinerary is accepted, the Client must pay 100% of the itinerary value within 7 days of acceptance in order to confirm the itinerary.
- (c) An Itinerary is not confirmed until 100% of the itinerary value is paid. It is only upon receipt by ABC of this payment that the itinerary status is changed from provisional to confirmed.
- (d) Should full payment not be made within 7 days, the provisional itinerary will expire and be released back into the system.

- 4.3 No obligation exists between the Client and ABC until such time as ABC receives payment as detailed in 4.1 or 4.2.

4.4 A confirmed itinerary will only come into existence between the Client and ABC upon:

- (a) Payment as required having been received by ABC within the stipulated period
- (b) ABC has received signed Indemnity Forms for all Customers included in the itinerary

5. CHARGES & FINAL PAYMENT

- 5.1 The final payment due is stated on the original invoice, and must be paid to ABC no later than 60 days prior to the date of travel,
- 5.2 If the booking is made less than 60 days prior to travel, 100% payment is due before the booking will be confirmed.
- 5.3 No Clients' Customers may travel unless payment has been received in full and the indemnity forms have been signed.
- 5.4 Subject to clause 5.5 below, ABC shall supply the Safari Arrangements at the Price(s) agreed between the Parties. All sums payable under this Agreement include any taxes, charges, dues and fees which relate to the Safari Arrangements.
- 5.5 ABC reserves the right to make adjustments to the agreed Price(s) for reasons including but not limited to currency and exchange rates fluctuations; changes in transportation costs, including the cost of fuel; and changes to tax rates, dues or other fees such as landing taxes or embarkation or disembarkation fees at ports and airports. Furthermore, ABC reserves the right to correct any errors in the prices of confirmed itineraries.
- 5.6 ABC shall invoice the Client in accordance with the pricing set out in Schedule 1 or otherwise agreed between the parties. The Client shall pay the invoice in accordance with the payment provisions as set out in clause 4 and 5 and Schedule 1.
- 5.7 ABC shall have right to charge the Client interest on any outstanding sum due under this Agreement from the date on which such sum was due until actual payment at the rate of 4 per cent per annum above the base rate of Barclays Bank PLC prevailing on the due date of payment. The Client shall pay the interest together with the overdue amount.
- 5.8 All amounts due under the Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

6. OBLIGATIONS OF THE CLIENT

The Client undertakes and warrants to ABC that it shall:

- 6.1 Collect and return to ABC the Indemnity Forms and the Customer Personal Booking Forms for each Customer, including detailing;
 - (a) Their name and passport nationalities (required by certain national park authorities),
 - (b) Their Customers weight (where they have booked light aircraft transfer services),
 - (c) Specific dietary requirements,
 - (d) Confirmation that travel insurance has been obtained,
 - (e) Any pre-existing medical conditions of any Customer which you feel ABC should be made aware of,
 - (f) Any other special needs for consideration by ABC. ABC will inform the Customer if such special needs can be met.
 - (g) Customer international arrival and departure travel details.
- 6.2 Communicate the following to its Customers:
 - (a) The Customer must take out full comprehensive medical and travel insurance, for the countries being visited. ABC strongly recommends cover which includes pre-existing medical conditions, cancellation charges, medical expenses and repatriation in the

event of accident or illness.

- (b) That each Customer must sign the Indemnity Form before being allowed to travel
 - (c) Ensure the Customer has the necessary documentation to satisfy immigration, customs and port health authorities for all countries being visited. This should include passport (with sufficient pages and validity), visa and proof of any required vaccinations.
 - (d) Seek medical advice regarding prophylaxis and vaccination requirements for countries into which travel is planned.
 - (e) Comply with the required baggage restrictions when the itinerary includes flight transfers (details supplied on request).
 - (f) Acknowledge that the travel may take the Customers into isolated remote areas and in close proximity with wildlife by signing the required waiver and indemnity forms provided by ABC.
 - (g) Behave in way that is considerate of other Customers and their shared enjoyment of the travel experience.
 - (h) Ensure safe keeping of baggage and personal effects which shall at all times remain the sole responsibility of the Customer.
- 6.3 Ensure that its obligations under this Agreement shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care.
- 6.4 Not adopt or use, otherwise than in accordance with the provisions of this Agreement, any trademarks, brand names or other marks used by ABC.
- 6.5 Not perform its obligations under this Agreement in any manner which is inconsistent with this Agreement or which in the reasonable opinion of ABC is prejudicial to the reputation of ABC.
- 6.6 Comply with all relevant laws, regulations, codes of practice and any requirements of any regulatory, governmental or quasi-governmental body or agency.
- 6.7 Obtain and maintain all necessary licences and consents and comply with all relevant legislation as required to enable ABC to provide the Safari Arrangements.
- 6.8 Not, represent itself as an agent of ABC, nor pledge ABC's credit, nor give any condition or warranty, or make representation on ABC's behalf or commit ABC to any contracts, or otherwise incur liability on behalf of ABC.
- 6.9 If ABC'S performance of its obligations under this Agreement is prevented or delayed by any act or omission of the Client, its agents, subcontractors, consultants or employees, then, without prejudice to any other right or remedy it may have, ABC shall be allowed an extension of time to perform its obligations equal to the delay caused by the Client and shall be relieved from liability.

7. OBLIGATIONS OF ABC

ABC Shall:

- 7.1 Ensure that its obligations under this Agreement shall be performed by competent persons with appropriate levels of qualification and experience and with reasonable diligence, skill and care in planning and arranging itineraries, providing quotations, making reservations and invoicing to the Client.
- 7.2 Promptly supply the Client with brochures, information and marketing material at ABC's disposal to assist the Client's Customers in making informed decisions.
- 7.3 Provide information on all accommodation, transfers and activities it sells.
- 7.4 Make every effort to secure the Client's Customers preferences and special requests, noting that these cannot always be secured or guaranteed.

- 7.5 Be entitled to change travel arrangements including flights, accommodation and activities due to unforeseen circumstances after the itinerary has been issued. Should this occur ABC will promptly notify the Client of the changes to the itinerary. ABC shall endeavor not to unnecessarily inconvenience the Client's Customer.
- 7.6 NOT be responsible for any losses/costs incurred by the Customer resulting from inadequate, insufficient or incomplete medical and travel insurance cover.
- 7.7 Provide prompt assistance if, whilst Customers are with ABC, find themselves in difficulty for any reason, ABC will offer the Customers such prompt assistance as is appropriate in the circumstances. In particular, ABC will provide the Customer with appropriate information on health services, local authorities and consular assistance, and assistance with distance communications and finding alternative travel arrangements. Where the Customers require assistance, which is not owing to any failure by ABC, ABC's employees or sub-contractors will not be liable for the costs of any alternative travel arrangements or other such assistance they require. Furthermore, ABC reserve the right to charge the Client a fee for our assistance in the event that the difficulty is caused intentionally by the Customer or a member of their party, or otherwise through Customers' negligence.
- 7.8 Reserve the right, from time to time, to amend these Standard Terms and Conditions and/or any other special terms by notifying the Client in writing.
- 7.9 NOT be responsible for any damages caused to Customers clothing in using ABC's inclusive laundry service in camp.
- 7.10 Not be held responsible for the delivery of any third party service or any failure of such third party supplier, including a failure to deliver such service caused by the insolvency of such third party supplier in any itinerary. For services rendered by third party suppliers, ABC is acting as agent and not as principal in relation to those services with third party suppliers such as accommodation or activities. The booking with such supplier will be subject to the terms and conditions of such suppliers and the Client should check these carefully before committing to them. ABC will endeavour to assist the Client and its Customers to resolve issues between the Customer and the third party supplier should they arise.
- 7.11 ABC can provide any terms and conditions of third party suppliers on request

8. CANCELLATION

- 8.1 In the event the Client wishes to cancel or amend the Safari Arrangements or part thereof, the Client must give ABC notice in writing and pay the applicable cancellation and/or amendment charges set out in 8.3, 8.4 and 8.5.
- 8.2 The cancellation terms below relate strictly to services with ABC. Any third-party supplier booked through ABC will have their own cancellation terms and conditions, a copy of which will be provided to the Client on request.
- 8.3 Cancellation of an itinerary 61 or more days before the date of travel will result in forfeiture of the 20% Commitment fee paid to confirm the itinerary. The 2.5% ABC Foundation contribution is included in the Commitment fee.
- 8.4 Cancellation of an itinerary between 60 - 46 days before the date of travel will incur a 50% Cancellation Fee based on the total value of the itinerary (the 50% cancellation fee includes the 20% Commitment Fee paid on confirmation)
- 8.5 Cancellation of an itinerary 45 days or less prior to date of travel will incur 100% Cancellation Fee based on the total value of the itinerary (the 100% cancellation fee includes the 20% Commitment Fee paid on confirmation).
- 8.6 Refunds will not be made for any activities or travel included in the confirmed itinerary which

are prevented from occurring due to events outside ABC's control or not undertaken at the guest's discretion.

- 8.7 Subject to clause 8.8 below, if the Safari Arrangements, or any part thereof, cannot be provided by ABC, ABC shall notify the Client as soon as reasonably possible and comply with the Client's reasonable instructions concerning alternative services. Unless otherwise advised by the Client, ABC shall provide alternative services to the Client of at least equal standards with similar services, facilities and location. If the alternative services are not deemed acceptable by the Client, the Client shall be entitled to cancel the Safari Arrangements and receive a full refund of all monies paid relating to the Safari Arrangements in question.
- 8.8 ABC reserves the right to cancel or amend the Safari Arrangements without any liability where:
- (a) the Safari Arrangements cannot be supplied or cannot be supplied as described or agreed due to circumstances beyond its control or the control of the applicable third party suppliers, or due to a lack of minimum numbers notified to the Client at the time of itinerary;
 - (b) the Client has failed to make payment by the applicable due date.

9. Cancellation by the Client due to Unavoidable & Extraordinary Circumstances:

- 9.1 The Client has the right to cancel a confirmed itinerary before departure without paying a cancellation charge in the event of "unavoidable and extraordinary circumstances" occurring at the holiday destination or its immediate vicinity that are not known about at the time of booking that significantly affect the performance of the booking or significantly affect the transport arrangements to the destination. In these circumstances, ABC shall provide you with a full refund of the monies you have paid but ABC will not be liable to pay you any additional compensation.
- 9.2 Please note that the right to cancel in these circumstances will only apply where the Foreign and Commonwealth Office (in the UK) or equivalent government body (in countries other than the UK) advises against travel to your destination or its immediate vicinity. For the purposes of this clause, "unavoidable and extraordinary circumstances" means warfare, acts of terrorism, significant risks to human health such as the outbreak of serious disease (excluding Covid-19, see ABC's Covid 19 specific policy) at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination.

10. COMPLAINTS

- 10.1 Should the Client or any of its Customers encounter any issue or problem with the Safari Arrangements the Client must contact ABC immediately who will endeavour to assist. Where possible, all such issues or problems should also be raised directly with the third party supplier at the time of arising, to enable investigations to take place and remedies (where possible/appropriate) to be implemented.
- 10.2 The Client accepts that it is liable directly to its Customers for the proper performance of the obligations arising from the Client's contract with its Customers.
- 10.3 In the event of a complaint being made to the Client by any of its Customers in accordance with the above, relating to ABC and in particular the inadequacy or non-provision of the Safari Arrangements, the Client must notify ABC of any such claim or complaint immediately upon receipt.
- 10.4 Following investigation, ABC shall advise the Client of its decision and/or the amount of compensation(s) agreed (if any) to the Client in writing. ABC shall pay such amounts to the Client as agreed between the parties. It is understood that the Client shall not deduct the

amounts relating to compensations from payments due by the Client in accordance with clause 4, except where expressly agreed between the parties in writing.

- 10.5 The Client acknowledges and accepts that ABC is under no obligation to honour any compensation already proposed or granted by the Client to its Customer.

11. LIABILITY

- 11.1 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence
 - (b) fraud or fraudulent misrepresentation; and
 - (c) any other liabilities which cannot be legally limited.
- 11.2 subject to Clause 11.1, ABC'S total liability to the Client (including any liability for the acts or omissions of its employees, agents and sub-contractors) shall not exceed the sum of \$10 million. ABC'S total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement
- 11.3 ABC's general public liability cover excludes any claim or loss arising from a communicable disease. A communicable disease means any disease which can be transmitted by means of any substance or agent from any organism to another organism.
- 11.4 ABC shall not be liable for any circumstances in contract, tort (including negligence or breach of statutory duty) or otherwise howsoever arising and whatever the cause thereof for any loss of profit, business, contracts, revenues or for any special, indirect or consequential damage of any nature whatsoever.

12. TERM AND TERMINATION

- 12.1 This Agreement shall come into force on the Commencement Date and continue in full force and effect until it is terminated in accordance with this Clause 12.
- 12.2 ABC may terminate this Agreement immediately on written notice if the Client fails to make any undisputed payments in full to ABC, when due under this Agreement and the Client has failed to remedy this non-payment within a period of 30 days.
- 12.3 Either Party may terminate this Agreement immediately on written notice to the other Party if:
- (a) the other Party becomes bankrupt, or insolvent, or unable or unwilling to pay its valid debts as they fall due, or suspends or ceases or threatens to suspend or to cease to carry on its business, or if the other Party has a receiver or liquidator appointed.
 - (b) the other Party commits a material breach of any provision of this Agreement which is not remediable or, if remediable, is not remedied within thirty (30) days of receiving written notice specifying the breach and requiring it to be remedied.
- 12.4 Any termination of the Agreement in accordance with this Clause 12 shall be without prejudice to the rights of either Party accrued prior to such termination.
- 12.5 Upon termination, the Client agrees to immediately pay ABC any outstanding undisputed sums relating to the Safari Arrangements or otherwise incurred / owing under this Agreement that have been incurred by the effective date of termination, and any interest accruing thereon.

13. TERMS ON WHICH THE CLIENT IS AUTHORISED TO SELL THE SAFARI ARRANGEMENTS

- 13.1 The Client shall re-sell the Safari Arrangements to its Customers as a principal as part of its own packages or otherwise as its own product and on its own terms and conditions of sale and this should be made clear to the Customer. It is accepted by the Client that in no

circumstances shall ABC be a party to any contract with any of the Client's Customers nor does the Client act as an agent on behalf of ABC or on behalf of the third party suppliers, and should not hold itself out as acting as an agent in any circumstances. Accordingly, ABC does not have any liability to any customer by virtue of any consumer legislation, including but not limited to EU Directive 2015/2302 on Package Travel and Linked Travel Arrangements (or any national legislation implemented to bring the Directive into effect).

- 13.2 The Client accepts that it shall be directly responsible to its Customers for the provision and fulfilment of all contracts it has with the Customers and that all sales made by the Client, whether as a package or otherwise, shall comply with all Applicable Laws.

14. CONFIDENTIALITY

- 14.1 Each party undertakes to the other that during the term of this Agreement and thereafter it shall keep secret and shall not without the prior written consent of the other party disclose to any third party (except to its legal and professional advisors) any Confidential Information learned by the recipient party or disclosed to the recipient party by such other party pursuant to or otherwise in connection with this Agreement.
- 14.2 The obligations of confidentiality in this clause 14 shall not extend to any information or matter which either party can show:
- (a) is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under this Agreement
 - (b) was in its written records prior to the Commencement Date
 - (c) was independently disclosed to it by a third party entitled to disclose the same; or
 - (d) is required to be disclosed under any applicable law or any regulatory authority, or by order of a court or governmental body or other authority of competent jurisdiction.
- 14.3 Without prejudice to any other rights or remedies of the disclosing party, the recipient party acknowledges and agrees that damages may not be an adequate remedy for any breach by it of the provisions of the Agreement and that the disclosing party may be entitled to seek the remedies of injunction, specific performance and other equitable relief from a court of competent jurisdiction for any threatened or actual breach of any such provision by the recipient party, and no proof of special damages shall be necessary for the enforcement of the rights under the Agreement.

15. DATA PROTECTION

- 15.1 The parties agree to comply with the data processing clauses in Schedule 2, which is hereby incorporated into this Agreement.

16. FORCE MAJEURE

- 16.1 Force Majeure Event means any circumstance not within ABC's reasonable control including, without limitation:
- (a) acts of God, flood, drought, earthquake or other natural disaster
 - (b) epidemic or pandemic, (excluding Covid-19) or any disease caused by a new strain of coronavirus; or significant risks to human health such as the outbreak of serious disease
 - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations
 - (d) nuclear, chemical or biological contamination or sonic boom
 - (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent
 - (f) collapse of buildings, fire, explosion or accident; and
 - (g) any labour or trade dispute, strikes, industrial action or lockouts
 - (h) non-performance by suppliers or subcontractors; and

- (i) changes of schedules or operational decisions of air carriers
 - (j) unavoidable technical problems with transport and all similar events outside our or the supplier(s) concerned's control.
 - (k) interruption or failure of utility service.
- 16.2 Provided it has complied with Clause 16.3, if ABC is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event, it shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 16.3 ABC shall:
- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
 - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 16.4 ABC will not be liable to pay the Client any compensation or refunds if ABC's contractual obligations to the Client are affected by "Force Majeure".
- 16.5 The only Force Majeure exception relates to the current Covid-19 related travel restrictions (See ABC's Covid 19 related terms and conditions). This Force-Majeure exception will only apply while Covid 19 conditions exist. Covid-19 conditions exist until such time outbound travel restrictions are lifted. During this period ABC's Covid-19 policy will apply.
- 16.6 If the Force Majeure Event prevents, hinders or delays ABC's performance of its obligations under this Agreement for a continuous period of more than 28 days, the Client may terminate this Agreement by giving 28 days' written notice to ABC.

17. NOTICES

- 17.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the following addresses - EA@africanbushcamps.com
- 17.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt; and
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this Clause 17.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 17.3 This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. RIGHTS OF THIRD PARTIES

- 18.1 A person who is not a party to this Agreement shall have no rights under the Contracts

(Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

19. ASSIGNMENT AND OTHER DEALINGS

- 19.1 This Agreement is personal to the Client and the Client shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other similar manner with any of its rights and obligations under this Agreement.
- 19.2 ABC may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this agreement, provided that ABC gives prior written notice of such dealing to the Client.

20. VARIATION

- 20.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

21. WAIVER

- 21.1 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 21.2 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22. RIGHTS AND REMEDIES

- 22.1 The rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

23. SEVERANCE

- 23.1 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 23.2 If any provision or part-provision of this Agreement is deemed deleted under Clause 23.1 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

24. ENTIRE AGREEMENT

- 24.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 24.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

25. CONFLICT

- 25.1 If there is an inconsistency between any of the provisions of this Agreement and the provisions of the Schedules, the provisions of this Agreement shall prevail.

26. NO PARTNERSHIP OR AGENCY

26.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

26.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

27. GOVERNING LAW & JURISDICTION

27.1 This Agreement and all matters arising out of it shall be construed and governed according to English law.

27.2 The Parties submit to the exclusive jurisdiction of the Courts of England and Wales in relation to any dispute(s) they may have relating to this Agreement.

Signed for and on behalf
of ABC Limited
by

.....
Signature

.....
Print Name

.....
Date

Signed for and on behalf
of the Client
by

.....
Signature

.....
Print Name

.....
Date

SCHEDULE 1 – PRICING

Rates

Schedule 2

Data Processing Schedule

DEFINITIONS:

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party; and

GDPR: General Data Protection Regulation (EU 2016/679).

1. GENERAL

- 1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Schedule 2 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and ABC is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation). The Appendix sets out the scope, nature and purpose of processing by ABC the duration of the processing and the types of Personal Data and categories of Data Subject (where Personal Data and Data Subject have the meanings as defined in the Data Protection Legislation).
- 1.3 ABC shall, in relation to any Personal Data processed in connection with the performance by ABC of its obligations under the Agreement, process that Personal Data only for the purposes of complying with its obligations under the Agreement.
- 1.4 To the extent that the Client collects and passes Personal Data to ABC pursuant to the Agreement, it represents, warrants and undertakes that:
 - (a) it has obtained appropriate authority from all Data Subjects to whom it relates, or has provided them with the requisite information required under the Data Protection Legislation, to pass their Personal Data to ABC for the purposes for which Client intends to use it and/or as specified by Client in writing; and
 - (b) it is accurate and up to date.

2. SUB-PROCESSORS

- 2.1 Subject to clause 2.2, Client hereby authorises ABC to pass data on to its suppliers, sub-contractors and other third parties (Sub-Processors) as necessary for the performance of ABC's obligations under the Agreement and otherwise as needed for the provision of the Services.
- 2.2 ABC shall, subject to clause 2.3:
 - (a) inform the Client of any changes it has made to its Sub-Processors and permit the Client to object to those changes;
 - (b) ensure any Sub-Processor agrees in writing to comply with obligations at least equivalent to those obligations imposed on ABC in this Schedule 2 that relate to the requirements laid down in Article 28(3) of the GDPR and where the Sub-Processor fails to comply with those obligations, ABC shall remain liable to Client for the Sub-Processor's failure.

- 2.3 Client accepts that ABC is not liable for the acts, omission or failure of any Sub-Processor where such Sub-Processor relates to the provision of Safari Arrangements requested by the Client.

3. TECHNICAL & ORGANISATIONAL MEASURES

- 3.1 Taking into account the state of technical development and the nature of the processing, ABC shall, in relation to any Personal Data processed in connection with the performance by ABC of its obligations under the Agreement, ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data.

4. ABC PERSONNEL

- 4.1 ABC shall ensure that access to Personal Data is limited to the ABC Personnel and authorised Sub-Processors who need access to it to supply the Safari Arrangements and who are subject to an enforceable obligation of confidence with regards to the Personal Data.

5. TRANSFER OF DATA OUTSIDE THE EEA

- 5.1 ABC shall be permitted to transfer the Personal Data to countries outside of the EEA to the extent that any one or more of the following applies:
- (a) ABC has in place with the non-EEA Sub-Processor the EU model contractual clauses as set out in Decision 2010/87/EU or any alternative version of those clauses issued by the European Commission or a supervisory authority from time to time;
 - (b) the transfer is to a non-EEA country that is deemed to have an adequate level of protection from time to time by the European Commission or such other supervisory authority;
 - (c) to the extent that the transfer is to a Group Company located outside of the EEA, the ABC Group has in place Binding Corporate Rules for the transfer of Personal Data to a non-EEA Group Company;
 - (d) there is an approved code of conduct in place by an association or other body representing the Client or ABC that applies to the non-EEA territory or territories to which the Personal Data is to be transferred;
 - (e) there is an approved certification mechanism in place in respect of the non-EEA territory;
 - (f) to the extent that the transfer is to an entity located in the United States, such entity participates in the EU-US Privacy Shield or such other mechanism that may replace or supersede it from time to time.
- 5.2 Where Personal Data is transferred outside the EEA due to a request by the Client for ABC to book Safari Arrangements, and where ABC is not able to put into place any of the safeguards stipulated at 5.1 (a)-(f), or they are otherwise inappropriate in the circumstances, ABC shall rely on the derogation under Article 49 of the GDPR to legalise the transfer of data outside the EEA, on the basis the transfer relates to the performance of a contract for the benefit of the Data Subject.

6. ASSISTANCE & NOTIFICATION

- 6.1 ABC shall, taking into account the nature of the processing, assist Client (by appropriate technical and organisational measures), insofar as this is possible, in relation to any request from any Data Subject for: access, rectification or erasure of Personal Data, or any objection to processing.
- 6.2 ABC shall notify Client without undue delay and in writing if any Personal Data has been disclosed in breach of this Schedule 2.
- 6.3 ABC shall notify Client promptly if it becomes aware of a breach of security of Personal Data, such notices shall include full and complete details relating to such breach.

- 6.4 ABC provide such assistance (at Client's cost) as Client may reasonably require in relation any approval of the Information Commission or other data protection supervisory authority to any processing of Personal Data.
- 6.5 ABC shall on the expiry or termination of this Agreement, at Client's cost and its option either return all of Client's Personal Data (and copies of it) or securely dispose of Client's Personal Data except to the extent that any applicable law requires ABC to store such Personal Data.
- 6.6 At Client's cost, ABC shall allow for an audit (no more than once per annum) by Client and any auditors appointed by it in order for ABC to demonstrate its compliance with this Schedule 2. For the purposes of such audit, upon reasonable notice, ABC shall make available to Client and any appointed auditors all information that Client deems necessary (acting reasonably) to demonstrate ABC's compliance with this Schedule 2.
- 6.7 In ABC's reasonable opinion, to the extent that it believes that any instruction received by it in accordance with clause 6.7 is likely to infringe the Data Protection Legislation or any other applicable law, ABC shall promptly inform Client and shall be entitled to withhold its permission for such audit and/or provide the relevant Safari Arrangements until Client amends its instruction so as not to be infringing.

7. INDEMNITY

- 7.1 Each party (the "indemnifying party") shall indemnify the other party (the "indemnified party") against:
- (a) any fines imposed on the indemnified party by the Information Commissioner or any regulator that may replace it from time to time or any equivalent as a result of the indemnifying party's breach of its obligations under this Schedule 2; and
 - (b) subject to clause 7.2, all amounts paid or payable by the indemnified party to a third party which would not have been paid or payable if the indemnifying party's breach of this clause had not occurred.
- 7.2 The indemnifying party shall not be liable under clause 7.1(b):
- (a) if it proves that it was not in any way responsible for the event giving rise to the damage in accordance with Article 82(3) of the GDPR; or
 - (b) to the extent that the indemnified party is responsible for the damage in accordance with Article 82(5) of the GDPR.

SCHEDULE 2

Description of Processing

The processing of personal data is covered by ABC's Privacy Policy which can be viewed by clicking on the following link.

<https://africanbushcamps.com/privacy-policy/>