

PROFESSIONAL PERSONAL HOLIDAY PHOTOGRAPHER TERMS AND CONDITIONS

1. Professional Personal Holiday Photographer

1. Terms and Conditions

Lion Roar Safaris herein after referred to as “**Lion Roar Safaris**” and the person or persons who have read the **Terms and Conditions** agree to honor the **booking/payment Terms and Conditions** between the client and **Lion Roar Safaris**.

2. Photography:

2.1. **Lion Roar Safaris** reserves the right to make use, without giving any further notice, of any photograph taken by **Lion Roar Safaris** without payment, permission or compensation.

2.2. No animal photos may be used for the client’s personal gain or competition purposes.

2.3. **Lion Roar Safaris** do share photos of animals on their website and social media pages on a regular basis.

2.4. **Lion Roar Safaris** do share group photos on their website and social media pages.

2.5. **Lion Roar Safaris** do however respect their clients privacy, so if for any privacy reasons the client feels that they would not like **Lion Roar Safaris** to publish a photo of the client on their website or social media pages, **Lion Roar Safaris** would kindly request that the client don’t participate in group photos. (A group photo is seen as two or more individuals posing knowingly for an arranged photo).

Lion Roar Safaris has the right to use any animal and group photo of people on their websites, social media pages and in any form of advertising, without giving any further notice, without payment, permission or compensation.

2.6. By participating in any group photo on the safari, **Lion Roar Safaris** view this as a form of acceptance to that the photo can be published online and that the client agrees to the Terms and Conditions mentioned above. (A group photo is seen as two or more individuals posing knowingly for an arranged photo).

3. Force majeure

Lion Roar Safaris or their photographers will not be held liable for any unforeseen circumstances that may affect the photographic aspect on the day of the safari. This includes weather, natural disasters, road conditions, war, mechanical breakdowns, riots and any other situations that go beyond the control of **Lion Roar Safaris**. Any cost regarding the above-mentioned will not be the responsibility of **Lion Roar Safaris**. The daily service fee of the photographer will still be applicable and charged in full to the client’s expense.

4. General behavior of clients whilst on safari with your PPHP

4.1. No client shall force any of **Lion Roar Safaris’** photographers or staff to act in an unsafe, unlawful, discriminative, racial or unethical way that may be detrimental to humans, nature or animals.

4.2. No client shall physically, verbally or sexually assault or abuse any of **Lion Roar Safaris’** photographers or staff.

4.3. No client shall damage, vandalize or disrespect any personal property or physical possessions of **Lion Roar Safaris’** photographers. In the event of damage, vandalism or disrespect towards personal property or physical possessions of **Lion Roar Safaris** and its staff, the client agrees that the client in mention will be held liable for any costs that were due to the negligence or deliberateness of the client. Should the client not settle the cost of the damages, the client agrees that legal action will be taken against the client and the legal fees will be responsibility of the client.

4.4. No client will make any noises or disturb animals to get the animals attention in order to obtain a better photo.

4.5. By reading the Terms and Conditions, the client agrees that they are informed that the Kruger National Park is two million hectares large (the size of the Country Israel). The client is now informed that the Kruger is a National Park and that the client is not entering a zoo. The client acknowledges that seeing the Big Five is not a guarantee. No client will put pressure on **Lion Roar Safaris'** photographers or employees to see any animal or the Big Five. Entering the Kruger National Park merely creates an opportunity for the client to possibly see some sort of wildlife in their natural habitat.

5. Booking your Photographer

5.1. An email should be sent to **Lion Roar Safaris** stating the photographic package the client would like to book as well as the date of the safari.

5.2. **Lion Roar Safaris** reserves the right to decline any photographic booking. **Lion Roar Safaris** will not accept any booking where no email was received with all the requested information.

Once **Lion Roar Safaris** have received this email and accepted the booking, a notification will be sent to the client, requesting a 50% deposit in order to book the photographer. The remaining balance of the photographic package rate is to be paid 21 working days prior to the date of the safari.

Once **Lion Roar Safaris** have received proof of payment, your photographer will be booked.

Lion Roar Safaris will then send the client a confirmation email.

5.3. All photographic rates are subject to change without prior notice at any time.

6. Weather conditions

6.1. **Lion Roar Safaris** and their photographers will not be held accountable due to unforeseen and undesirable weather conditions that may affect the quality and the inability to take photos on the day of the safari.

6.2 In the event of the above-mentioned, the daily service fee of the photographer will still apply in full and is non-refundable.

7. Real time photographs on safari

7.1. Real time photographs refer to the process of taking a photograph in real time. This means that it will be a replica of what the client saw on safari. If the sighting is distorted, the photograph that the client will receive will also be distorted. For example; if the elephant is only seen from his rear and not facing towards the client, the client will receive a photograph of the elephant's rear end, as the client saw it in real life.

7.2 **Lion Roar Safaris** and their photographers will not be held liable for producing undesired photographs caused by the above-mentioned.

7.3. The client acknowledges that they will be supplied with quality photographs taken in real time on the day of the safari.

7.4. **Lion Roar Safaris** and their photographers will not entertain any client's unrealistic expectations with regards to the quality of the photographs taken in real time on safari.

8. Complaints:

8.1. Should the client have any complaints during the course of the safari, **Lion Roar Safaris** urges the client to bring the matter to the attention of both the photographer and the guide, so the matter can be resolved.

8.2. If the matter presented to the guide and photographer cannot be resolved, **Lion Roar Safaris** urges the client to put the complaint in writing and email it to **Lion Roar Safaris** within 14 days of completion of the safari.

8.3. **Lion Roar Safaris** will not entertain any complaints; verbal, written, electronically or via phone call that has to do with a client's unrealistic expectation with regards to the quality of the photographs taken in real time on safari.

(Please read clause 7 - **Real time photographs on Safari** within the PPHP Terms and Conditions)

8.4. **Lion Roar Safaris** will not entertain any complaints; verbal, written, electronically or via phone call with regards to the undesired weather conditions during the course of the Safari.

(Please read clause 6 – **Weather Conditions**, within the PPHP Terms and Conditions)

8.5. **Lion Roar Safaris** will not entertain any complaints; verbal, written, electronically or via phone call with regards to the client's, tour leader, travel agents or tour operators' dissatisfaction of:

8.5.1 Photograph quality

8.5.2 Not enough photos of the Big Five or a specific species of animal/s

(Please read clause 4 - **General Behavior of clients whilst on Safari with your PPHP** within the PPHP Terms and Conditions)

9. Payment of the photographer

Full payment of the photographic package is due 21 working days prior to the date of the safari. Should **Lion Roar Safaris** have not received full payment by this time or alternative payment arrangements have not been made by the client, **Lion Roar Safaris** may treat a booking as cancelled.

Cancellation fees will apply as per the cancellation policy. Any booking made within two weeks before the date of the safari must be paid in full.

10. Cancellation policy:

10.1. All cancellations must be in writing and sent to **Lion Roar Safaris** via email.

10.2. **Lion Roar Safaris** will acknowledge the cancellation and the following cancellation fees will apply:

The client will forfeit 10% of their deposit when cancelling 90 days or more prior to the safari date

The client will forfeit 20% of their deposit when cancelling 60–90 days prior to the safari date

The client will forfeit 30% of their deposit when cancelling 30–60 days prior to the safari date

The client will forfeit 50% of their deposit when cancelling 14–30 days prior to the safari date

The client will forfeit 100% of their deposit when cancelling 7–14 days prior to the safari date

Cancellations 7 days or less before the date of the safari, the client will be liable for 100% of the total booking amount