SENSING AFRICA BV

Private Safari Travel

Gentbruggekouter 77B/202
9050 Gentbrugge – Belgium
Enterprise number: 0803.114.468
Affiliated with GFG – Garantiefonds Reizen (Belgium)

TRAVEL TERMS & CONDITIONS

-- Consumer Package Travel Terms --

-- Business & Corporate Travel Terms --

Applicable to bookings confirmed as from 16 February 2026

Our Approach

Sensing Africa designs and leads journeys in remote and wilderness regions where operational realities differ fundamentally from conventional tourism.

Each itinerary is carefully structured, professionally guided and grounded in extensive field experience. Safety, preparation, environmental responsibility and operational integrity form the foundation of every journey.

Travel in Africa is dynamic by nature. Wildlife movements, weather conditions, conservation policies, infrastructure limitations and local circumstances may influence how a journey unfolds. Decisions taken during the execution of a safari are made responsibly, in good faith and with safety as the primary consideration.

Participants acknowledge that such environments require flexibility, situational awareness and respect for local conditions.

The following Terms & Conditions provide the legal framework within which this experience is organised and delivered.

Table of Contents

PART 1 - Structure 1
Art. 1.1. Structure and applicability of this document 1
PART 2 - CONSUMER PACKAGE TRAVEL TERMS 2
Art. 2.1. Scope and Legal Framework 2
Art. 2.2. Conclusion of the Contract 2
Art. 2.3. Payment Conditions 2
Art. 2.4. Flight Reservations and Air Transport 2
Art. 2.5. Price Adjustments 3
Art. 2.6. Founder-Led Personal Guidance 3
Art. 2.7. Changes by the Organiser 3
Art. 2.8. Termination by the Traveller 4
Art. 2.9. Transfer to another Traveller 4
Art. 2.10. Unavoidable and Extraordinary Circumstances 5
Art. 2.11. Safety and Operational Authority 5
Art. 2.12. Operational Adjustments 6
Art. 2.13. Accommodation and Voluntary Changes 6
Art. 2.14. Liability 7
Art. 2.15. Complaints 7
Art. 2.16. Insolvency Protection 8
Art. 2.17. Governing Law and Jurisdiction 8
PART 3 – BUSINESS & CORPORATE TRAVEL TERMS 9
Art. 3.1. Professional Capacity and Scope 9
Art. 3.2. Nature of Obligations 9
Art. 3.3. Role of the Parties 9
Art. 3.4. Technical Infrastructure and Connectivity 10
Art. 3.5. Payment Conditions 10
Art. 3.6. Modifications and Transfer of the Contract 10
Art. 3.7. Changes by Sensing Africa 11
Art. 3.8. Termination by the Client 11
Art. 3.9. Extraordinary Circumstances 12
Art. 3.10. Limitation of Liability 12
Art. 3.11. Governing Law and Jurisdiction 13

PART 1 - STRUCTURE

Art. 1.1. Structure and applicability of this document

§1.1.1 These Terms & Conditions consist of two separate sections:

(a) PART II - CONSUMER PACKAGE TRAVEL TERMS - PAGE 2

(b) PART III – BUSINESS & CORPORATE TRAVEL TERMS - PAGE 9

§1.1.2 Part I applies where the traveller concludes the contract for purposes outside their trade, business or profession.

§1.1.3 Part II applies where the contract is concluded by a legal entity or by a natural person acting in a professional or commercial capacity.

§1.1.4 The applicable section shall be expressly indicated in the booking confirmation.

§1.1.5 In case of doubt, PART II shall apply.

PART 2 - CONSUMER PACKAGE TRAVEL TERMS

Art. 2.1. Scope and Legal Framework

§2.1.1 These Terms are governed by Directive (EU) 2015/2302 and the Belgian Act of 21 November 2017 on package travel.

§2.1.2 Mandatory provisions of consumer protection law shall prevail over any conflicting provision of these Terms.

Art. 2.2. Conclusion of the Contract

§2.2.1 The package travel contract is concluded when the traveller accepts the offer in writing and Sensing Africa confirms the booking in writing.

§2.2.2 Prior to the conclusion of the contract, the traveller shall receive all legally required information, including the itinerary, total price, payment schedule, these Terms & Conditions and Annex I (Standard Information Form).

§2.2.3 The booking confirmation, agreed itinerary, these Terms & Conditions and Annex I together constitute the package travel contract.

Art. 2.3. Payment Conditions

§2.3.1 Upon conclusion of the contract, the traveller shall pay a deposit equal to 33% of the land package price.

§2.3.2 Where international flights are included in the package, the full flight component shall be payable at the time of booking.

§2.3.3 The remaining balance of the land package price shall be paid no later than 60 days prior to the scheduled departure date.

§2.3.4 Failure to pay any amount due within the agreed timeframe may result in suspension of performance or termination of the contract in accordance with applicable law.

Art. 2.4. Flight Reservations and Air Transport

§2.4.1 Flight reservations may be made directly with the airline or through an authorised intermediary.

§2.4.2 The contract of carriage for air transport is concluded directly between the traveller and the operating airline.

§2.4.3 Sensing Africa acts solely as organiser of the package and is not the operating air carrier.

§2.4.4 Flight reservations are confirmed by means of a booking reference or ticket confirmation issued by or on behalf of the airline.

§2.4.5 Check-in procedures and the issuance of boarding passes are managed exclusively by the airline.

Art. 2.5. Price Adjustments

§2.5.1 The package price may only be increased if expressly provided for in the contract and limited to changes in fuel costs, taxes or exchange rates.

§2.5.2 No price increase shall be made within 20 days before departure.

§2.5.3 If a price increase exceeds 8% of the total package price, the traveller may terminate the contract without paying a termination fee.

Art. 2.6. Founder-Led Personal Guidance

§2.6.1 Where the journey is expressly confirmed as personally guided by Pieter Vandenbroucke, such personal leadership forms an essential characteristic of the package.

§2.6.2 For founder-led journeys, flights shall be booked exclusively in semi-flexible or fully flexible fare categories.

§2.6.3 If unforeseen circumstances prevent personal guidance prior to departure, the traveller may choose between:

(a) Acceptance of an equivalently qualified replacement guide;
(b) Termination with refund of payments received;
(c) Postponement to a mutually agreed future date.

§2.6.4 No additional compensation shall be due beyond the refund of payments received.

Art. 2.7. Changes by the Organiser

§2.7.1 Where, before the start of the package, Sensing Africa is constrained to alter significantly any of the main characteristics of the travel services as defined in the contract, the traveller shall be informed without undue delay in a clear and comprehensible manner.

§2.7.2 The notification shall include:

(a) the proposed changes and, where appropriate, their impact on the price;
(b) a reasonable period within which the traveller must inform Sensing Africa of their decision;
(c) the consequences of the traveller's failure to respond within the specified period;
(d) where applicable, details of any substitute package offered and its price.

§2.7.3 The traveller may, within the specified period:

(a) accept the proposed changes;
(b) accept a substitute package of equivalent or higher quality where available;
(c) terminate the contract without paying any termination fee.

§2.7.4 Where the substitute package is of lower quality or cost, the traveller shall be entitled to an appropriate price reduction.

§2.7.5 In the event of termination under (c), Sensing Africa shall refund all payments received from the traveller without undue delay and in any event within fourteen (14) days after termination.

§2.7.6 Where applicable under mandatory law, the traveller may be entitled to compensation unless the change is due to unavoidable and extraordinary circumstances.

Art. 2.8. Termination by the Traveller

§2.8.1 The traveller may terminate the contract at any time prior to departure.

§2.8.2 Cancellation Fees – Land Services

(a) 90+ days: 33%
(b) 89–61 days: 50%
(c) 60–31 days: 75%
(d) 30–15 days: 90%
(e) 14 days or less: 100%

§2.8.3 Flight tickets are subject to airline fare rules. Non-recoverable airline costs shall be borne by the traveller.

Art. 2.9. Transfer to another Traveller

§2.9.1 The traveller may transfer the contract to another person who satisfies all conditions of the package, provided reasonable written notice is given prior to departure.

§2.9.2 The original traveller and the transferee shall be jointly and severally liable for payment of any outstanding balance and additional costs.

§2.9.3 The transfer shall be subject to reasonable administrative costs and all supplier-imposed costs.

§2.9.4 Airline tickets issued in the name of the original traveller are generally non-transferable. Where reissue is not possible, new tickets must be purchased at the traveller's expense.

§2.9.5 For founder-led or privately guided journeys, Sensing Africa may refuse a transfer where such transfer would reasonably affect safety, operational feasibility, physical suitability or the integrity of the private guiding experience. Any refusal shall be objectively justified.

Art. 2.10. Unavoidable and Extraordinary Circumstances

§2.10.1 The traveller may terminate the contract before the start of the package without paying any termination fee in the event of unavoidable and extraordinary circumstances occurring at the place of destination or in its immediate vicinity which significantly affect:

(a) the performance of the package; or
(b) the carriage of passengers to the destination.

§2.10.2 In such case, the traveller shall be entitled to a full refund of any payments made for the package, without undue delay and in any event within fourteen (14) days after termination.

§2.10.3 No additional compensation shall be payable.

§2.10.4 For the purposes of this Article, "unavoidable and extraordinary circumstances" means a situation beyond the control of the party invoking such situation, the consequences of which could not have been avoided even if all reasonable measures had been taken.

§2.10.5 Circumstances that are inherent to travel in remote or developing regions, including normal wildlife behaviour, seasonal weather variation, infrastructure limitations or reasonably foreseeable local conditions, shall not automatically constitute unavoidable and extraordinary circumstances within the meaning of this Article.

Art. 2.11. Safety and Operational Authority

§2.11.1 Safari travel and travel in remote or wilderness regions involve inherent risks. By entering into the contract, the traveller acknowledges the nature of such environments and accepts that certain risks cannot be entirely eliminated without fundamentally altering the character of the experience.

§2.11.2 The guide designated by Sensing Africa retains final authority in all matters relating to safety, route selection, wildlife approach distances, activity participation and operational decisions taken during the journey.

§2.11.3 Decisions taken by the guide in good faith for reasons of safety, environmental protection, compliance with local regulations or operational feasibility shall be binding on all travellers and shall not constitute a breach of contract.

§2.11.4 Travellers agree to comply with all safety instructions, briefing protocols and reasonable behavioural guidelines communicated during the journey.

§2.11.5 Where a traveller refuses to comply with essential safety instructions and such refusal materially increases risk to themselves, other participants, staff or third parties, Sensing Africa may exclude the traveller from certain activities or, in serious cases, from the remainder of the journey. In such case, no refund shall be due for the unused portion of the services.

Art. 2.12. Operational Adjustments

§2.12.1 Travel in remote or developing regions may be affected by local circumstances beyond the reasonable control of Sensing Africa, including but not limited to weather conditions, wildlife movements, road or infrastructure damage, park authority decisions, conservation restrictions, local administrative measures, supplier availability or safety considerations.

§2.12.2 Sensing Africa may make reasonable adjustments to the itinerary where such modifications are necessary or advisable for reasons of safety, operational feasibility, environmental responsibility or compliance with local regulations.

§2.12.3 Such adjustments may include changes to routing, accommodation sequence, activity timing, transport arrangements or substitution of equivalent services.

§2.12.4 Adjustments made in good faith and without materially altering the overall character or value of the package shall not constitute a significant alteration of the contract.

§2.12.5 Where an adjustment would significantly affect an essential characteristic of the package, Art. 2.7 Changes by the Organiser shall apply.

Art. 2.13. Accommodation and Voluntary Changes

§2.13.1 Accommodation provided as part of the package shall correspond to the description, category and characteristics agreed in the contract.

§2.13.2 Minor differences in style, atmosphere, decoration, location within a property, cultural setting or level of comfort that do not materially affect the agreed category or essential characteristics of the accommodation shall not constitute non-conformity.

§2.13.3 In particular, subjective dissatisfaction based on personal taste, expectations exceeding the contractual description, or emotional or cultural discomfort shall not in itself constitute non-conformity within the meaning of applicable package travel legislation.

§2.13.4 Where the traveller requests a voluntary change of accommodation, activity or itinerary element that is not required to remedy a lack of conformity, Sensing Africa may, at its discretion and subject to availability, facilitate such change.

§2.13.5 Any voluntary change shall be subject to additional costs, including but not limited to supplier charges, price differences, transport adjustments and administrative handling costs.

§2.13.6 Where a voluntary change results in unused services, no refund shall be due unless such refund is effectively recovered from the supplier.

Art. 2.14. Liability

§2.14.1 Sensing Africa is responsible for the proper performance of the travel services included in the package contract, in accordance with applicable package travel legislation.

§2.14.2 In the event of lack of conformity, the traveller shall inform Sensing Africa without undue delay in order to allow the organiser to remedy the situation.

§2.14.3 Where a lack of conformity is attributable to Sensing Africa and has not been remedied within a reasonable period, the traveller may be entitled to an appropriate price reduction and, where applicable, compensation.

§2.14.4 Insofar as damage does not involve personal injury and is not caused intentionally or by gross negligence, the liability of Sensing Africa shall be limited to three (3) times the total package price.

§2.14.5 The limitation set out in §2.14.4 shall not apply to:

(a) personal injury or death;
(b) damage caused intentionally or through gross negligence;
(c) rights granted to travellers under international conventions which cannot be contractually limited.

§2.14.6 Where international conventions limit the extent of compensation payable by a service provider forming part of the package, those limitations shall apply accordingly.

Art. 2.15. Complaints

§2.15.1 The traveller shall inform Sensing Africa without undue delay of any lack of conformity observed during the performance of the package, in order to allow the organiser to remedy the situation where possible.

§2.15.2 Complaints not resolved during the journey should be submitted in writing to Sensing Africa within fourteen (14) days after the end of the package, together with any relevant supporting documentation.

§2.15.3 Failure to notify Sensing Africa promptly may be taken into account when assessing the extent of any price reduction or compensation, insofar as such failure has caused or increased the damage.

§2.15.4 The submission of a complaint within fourteen (14) days does not prejudice any mandatory statutory limitation periods applicable under Belgian law.

§2.15.5 Without prejudice to the right to initiate legal proceedings, consumers may submit complaints to recognised alternative dispute resolution bodies in accordance with applicable law.

§2.15.6 Consumers may also use the European Online Dispute Resolution platform available at: https://consumer-redress.ec.europa.eu/index_en

Art. 2.16. Insolvency Protection

§2.16.1 Sensing Africa BV is affiliated with an approved insolvency protection scheme in accordance with Belgian package travel legislation.

§2.16.2 Insolvency protection is provided by:

GFG – Garantiefonds Reizen
Kalkoven 5 b0202
1820 Steenokkerzeel
Belgium

Website: https://gfg.be/nl-be/home/contact/
E-mail: info@gfg.be
Telephone: +32 (0)2 240 68 00

§2.16.3 In the event of insolvency of Sensing Africa BV, payments made by travellers for travel services not yet performed shall be refunded.

§2.16.4 Where the package includes transport, repatriation of travellers shall be secured in accordance with applicable legislation.

§2.16.5 Travellers may contact the insolvency protection entity if services are denied because of the insolvency of Sensing Africa BV.

Art. 2.17. Governing Law and Jurisdiction

§2.17.1 The package travel contract and these Terms shall be governed by Belgian law.

§2.17.2 In accordance with applicable European consumer protection legislation, consumers may bring proceedings before the courts of their place of domicile or before the competent Belgian courts.

PART 3 – BUSINESS & CORPORATE TRAVEL TERMS

Art. 3.1. Professional Capacity and Scope

§3.1.1 These Business & Corporate Travel Terms apply where the contract is concluded by a legal entity or by a natural person acting in the course of their trade, business or professional activity.

§3.1.2 By confirming the booking, the Client expressly acknowledges entering into the contract in a professional capacity.

§3.1.3 The Client confirms that the package is not purchased for private consumer purposes. Mandatory consumer protection legislation shall therefore not apply.

§3.1.4 Sensing Africa acts exclusively as organiser of the agreed travel and logistical services as described in the booking confirmation.

Art. 3.2. Nature of Obligations

§3.2.1 In the context of business or corporate travel arrangements, Sensing Africa undertakes a best-efforts obligation with respect to the organisation and coordination of travel and logistical services.

§3.2.2 Sensing Africa shall exercise reasonable skill, care and professional diligence in arranging and coordinating the agreed services.

§3.2.3 Sensing Africa does not guarantee the achievement of any specific commercial, strategic, reputational or event-related outcome.

§3.2.4 In particular, Sensing Africa does not assume any obligation of result in relation to:

(a) the commercial success of any seminar or corporate event;
(b) attendance levels or participant performance;
(c) branding or reputational objectives;
(d) negotiations or business relationships conducted during the journey.

Art. 3.3. Role of the Parties

§3.3.1 Where the Client organises seminars, conferences, incentive events or other business activities during the journey, the Client remains solely responsible for the content, structure, speakers, participants and objectives of such activities.

§3.3.2 Nothing in the contract shall be construed as creating a partnership, joint venture, agency relationship or representation between Sensing Africa and the Client.

§3.3.3 Sensing Africa shall not be liable for the performance, cancellation, quality or commercial impact of any seminar or corporate activity organised by the Client.

§3.3.4 Sensing Africa's responsibility is strictly limited to the travel and logistical services expressly agreed in writing.

Art. 3.4. Technical Infrastructure and Connectivity

§3.4.1 Unless expressly agreed in writing, Sensing Africa does not assume responsibility for the provision or performance of audiovisual equipment, internet connectivity, telecommunications infrastructure, electricity supply or other technical facilities.

§3.4.2 Where such services are arranged through third-party suppliers, Sensing Africa acts solely as intermediary and shall not be liable for interruptions, technical failures or infrastructure limitations.

§3.4.3 The Client acknowledges that certain destinations may involve remote environments where technical infrastructure may be limited or subject to interruption.

§3.4.4 No guarantee of technical performance shall be deemed to exist unless explicitly agreed in writing.

Art. 3.5. Payment Conditions

§3.5.1 Upon confirmation of the booking, the Client shall pay a non-refundable deposit equal to fifty percent (50%) of the total package price.

§3.5.2 Where flights are included, the full flight component shall be payable at the time of booking.

§3.5.3 The remaining balance shall be paid no later than sixty (60) days prior to departure.

§3.5.4 Failure to pay any amount due entitles Sensing Africa, without prior notice of default, to suspend performance or terminate the contract. In such case, amounts already paid shall be retained without prejudice to further claims for damages.

Art. 3.6. Modifications and Transfer of the Contract

§3.6.1 Any modification requested after confirmation requires prior written consent of Sensing Africa.

§3.6.2 Any approved modification shall be subject to a minimum administrative modification fee of €350, without prejudice to additional supplier-imposed costs.

§3.6.3 Where a modification is requested within sixty (60) days prior to departure, Sensing Africa reserves the right to treat such modification as a termination of the original contract and the conclusion of a new booking.

§3.6.4 Any transfer of the contract requires prior written consent. Sensing Africa is under no obligation to approve such transfer.

§3.6.5 In the event of an approved transfer, a fixed administrative modification fee of €350 shall apply.

§3.6.6 All additional costs arising from modification or transfer, including airline reissue fees or the purchase of new tickets, shall be borne by the Client.

§3.6.7 Airline tickets are non-transferable unless expressly stated otherwise by the airline.

§3.6.8 For founder-led or privately guided journeys, Sensing Africa may refuse a modification or transfer where such change would reasonably affect safety, operational integrity, group dynamics, physical suitability or the character of the expedition.

§3.6.9 Administrative fees under Art. 3.6 and Art. 3.8 shall not be cumulative in respect of the same booking event.

Art. 3.7. Changes by Sensing Africa

§3.7.1 Sensing Africa reserves the right to make reasonable modifications to the itinerary, logistics, accommodation sequence, routing, activities or suppliers where such changes are required for operational, safety, regulatory, supplier-related or commercial reasons.

§3.7.2 Such modifications shall not constitute a breach of contract provided that the overall character and economic balance of the package are not materially altered.

§3.7.3 Where a modification materially affects an essential characteristic of the package, Sensing Africa shall notify the Client without undue delay and may:

(a) propose an alternative arrangement of comparable standard; or
(b) adjust the price accordingly; or
(c) terminate the contract.

§3.7.4 In the event of termination, any refund shall be limited to payments received minus non-recoverable costs already incurred and reasonable administrative expenses.

§3.7.5 The Client acknowledges that corporate travel to remote or developing regions may require adaptive logistical decisions and that reasonable operational adjustments shall not give rise to compensation, price reduction or indemnity.

§3.7.6 No additional compensation shall be due unless the change results from intentional misconduct or gross negligence.

Art. 3.8. Termination by the Client

§3.8.1 The Client may terminate the contract at any time prior to departure.

§3.8.2 In the event of termination, the following cancellation fees shall apply to the total package price:

(a) 120 days or more before departure: 50%
(b) Between 119 and 61 days: 75%
(c) 60 days or less: 100%

§3.8.3 In addition to the above, a fixed administrative termination fee of €350 shall apply.

§3.8.4 Where actual costs exceed the cancellation fee, Sensing Africa may charge actual costs, including all non-recoverable supplier costs.

Art. 3.9. Extraordinary Circumstances

§3.9.1 In the event of unavoidable and extraordinary circumstances beyond the reasonable control of Sensing Africa which materially affect or prevent the performance of the contract, Sensing Africa may, at its reasonable discretion, modify, suspend or terminate the contract in whole or in part.

§3.9.2 Unavoidable and extraordinary circumstances shall mean a situation beyond the control of the party invoking such situation, the consequences of which could not have been avoided even if all reasonable measures had been taken, including but not limited to natural disasters, armed conflict, political instability, government measures, epidemic outbreaks, border closures, airspace restrictions or force majeure events affecting suppliers.

§3.9.3 Where the contract is modified due to such circumstances, Sensing Africa shall use reasonable efforts to propose alternative arrangements, subject to availability and operational feasibility.

§3.9.4 Where termination occurs due to unavoidable and extraordinary circumstances, any refund shall be strictly limited to amounts effectively recovered from suppliers after deduction of non-recoverable costs and administrative handling expenses.

§3.9.5 No additional compensation, indemnity or consequential damages shall be due.

§3.9.6 Nothing in this Article shall limit liability in cases of intentional misconduct or gross negligence where such limitation would be contrary to mandatory Belgian law.

Art. 3.10. Limitation of Liability

§3.10.1 The total aggregate liability of Sensing Africa shall be limited to the total package price.

§3.10.2 Sensing Africa shall not be liable for indirect, incidental or consequential damages, including loss of profit, loss of revenue, loss of business opportunity, reputational damage or third-party claims.

§3.10.3 Any claim must be notified in writing within seven (7) days after the end of the journey.

§3.10.4 Any legal action must be initiated within six (6) months after the end of the journey.

§3.10.5 Nothing in this Article excludes liability for intentional misconduct or gross negligence where such exclusion would be unlawful.

Art. 3.11. Governing Law and Jurisdiction

§3.11.1 The contract and any non-contractual obligations arising out of or in connection with it shall be governed exclusively by Belgian law.

§3.11.2 Any dispute arising out of or in connection with the contract, including its validity, interpretation, performance or termination, shall fall within the exclusive jurisdiction of the competent courts of Ghent, Belgium.

§3.11.3 The parties expressly waive the application of any conflict-of-law rules that would result in the application of another legal system.

§3.11.4 The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.