



## **BOOKING TERMS & CONDITIONS**

### **RESERVATIONS AND PAYMENT**

Reservations are made by contacting Safaris Unlimited (Africa) Ltd (hereafter, The Company), or through an agent.

Safaris and arrangements are booked and confirmed on receipt of a non-refundable deposit of 25% of the total safari cost. When The Company acknowledges in writing, receipt of the deposit, it shall be deemed to constitute acceptance and confirmation of the reservation.

The deposit is not refundable – the very principle of accepting this deposit being to confirm arrangements and to mitigate the total loss of a booking in the event of a postponement or a cancellation, and to ensure a commitment by both parties.

The full and final balance (less deposit) is due 90 days (three months) before commencement of your safari.

### **POSTPONEMENT REQUESTS**

Any postponement request of your reservation must be in writing. The Company, at its sole discretion, retains the right either to accept or refuse such a postponement request, which shall only be effective upon its acknowledged receipt by The Company.

In the event of an agreed postponement, the deposit will be debited with an administration fee of USD\$ 500 per person. The balance of the deposit will be put forward to the new dates. A second request for a postponement will be treated as a full cancellation.

If you request a postponement after the final balance has been paid, and in the event The Company does not agree, the whole payment is forfeit.

### **CANCELLATIONS AND NO SHOWS**

Any cancellation of reservations must be in writing and shall only be effective upon its acknowledged receipt by The Company.

In the event of cancellation you will forfeit the non-refundable deposit of 25% of the total safari cost. In the event of cancellation inside of 90 days (three months) or no-show, The Company will retain the full payment.

Cancellation insurance is imperative.

### **REFUNDS**

No refunds are given if;

- ~ you only complete a portion of your trip.
- ~ for lost travel time or substitution of facilities.
- ~ for itineraries amended after departure.
- ~ for circumstances arising beyond the control of The Company.
- ~ if you do not appear for any section of your trip.

## **FOR YOUR INFORMATION**

The Company reserves the right to cancel any itinerary or any part of it, to make such alterations in the itinerary as it deems necessary or desirable, to refuse to accept or to retain, as a client, any person at any time, and to pass onto clients any expenditure occasioned by delays or events beyond its control. In case of any appreciable variation in its cost, The Company reserves the right to adjust its rates.

## **RISKS/RELEASE FORM**

The Company draws your attention to the fact that there are certain inherent risks involved in participating in the type of safaris sold by The Company and that you accept them at your own risk.

It is your sole responsibility to take all appropriate medical advice, prior to departure, as to whether you are fit enough to undertake the trip booked.

You will be required to sign a release form prior to proceeding on any safari arrangement.

## **FORCE MAJEURE**

'Force Majeure' means, in relation to The Company, any circumstances beyond the reasonable control of The Company including, without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance or requisition.

If The Company 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.

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

## **INSURANCE**

The Company insists that you obtain the following types of insurance, which are commercially available:

Accident, Death and Disability  
Major Medical  
Emergency Medical Evacuation  
Loss of Personal Effects  
Trip Cancellation

## **CARRIAGE BY LAND, SEA AND AIR**

Carriage by land, sea and air are subject to the terms and conditions of the carrier with whom you travel and to international conventions, some of which may limit liability. Land, sea and air travel are also subject to operational decisions of carriers and air and sea ports, which may result in cancellations, delay and diversions over which The Company has no control and for which The Company accepts no liability whatsoever.

## **BAGGAGE**

Temporary or permanent loss of baggage is the responsibility of yourself or the carrier. It is not the responsibility of The Company and any expense involved in such a loss is entirely yours or the carrier's responsibility.

## **TRAVEL DOCUMENTS AND VACCINATIONS**

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations or other documentation required for the trip are obtained and are in order.

## **SPECIAL REQUESTS**

You must advise The Company, in writing, of any special requests e.g. diet or facility, when you submit your reservation. The Company will meet any such requests, if possible.

## **NEWSLETTER/PROMOTIONAL MATERIAL**

You agree that you have no objection whatsoever, to the use of any photographs and/or video material taken during your safari for use in the promotional material published by The Company, unless otherwise stated by yourself in writing.

## **CONSENT**

The payment of the deposit or any payment for a reservation on a trip constitutes consent to all provisions of the booking terms, conditions and general information contained in this document. The terms under which you agree to take these trips cannot be changed or amended except in writing signed by an authorised officer of The Company.

## **NOTICE OF RESPONSIBILITY**

When you book travel related services with The Company, you are entering into a binding agreement that assumes all terms and conditions are fully understood.

## **SAFARIS UNLIMITED (AFRICA) LTD**

Safaris Unlimited (Africa) Ltd is a registered Kenyan Company that operates its office in Nairobi, Kenya for the purposes of booking, co-ordinating and outfitting safaris throughout East Africa and as an agent of any other operator or companies that it may choose worldwide.

### **SAFARIS UNLIMITED (AFRICA) LTD.**

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