

## BOOKING & CANCELATION POLICY

The information on the following pages is very important as it forms the basis of your agreement with AFRIKAN BUFFALO WILDLIFE SAFARIS and we ask you to read it carefully. In particular, the Booking Conditions detail our responsibilities to you and yours to us and provide guidelines to cover circumstances which may arise.

***All Holidays booked through ABWS are subject to the following Booking Conditions.***

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### TERMS AND CONDITIONS

The contract specified below is between all clients named on the Booking Form ("You") and Afrikan Buffalo Wildlife Safaris ("Us") and is made subject to the conditions below.

Afrikan Buffalo Wildlife Safaris accepts bookings subject to the following conditions:

#### 1. Your Contract with Afrikan Buffalo Wildlife Safaris Ltd

**Safari Deposit requirement:** A deposit of 30% of the Total cost of your safari shall be required for any booking not later than 60 or 30 days prior to arrival / Departure date. It is the responsibility of passenger to check the accuracy of dates booked upon receipt of their travel documents. All internet bookings will be confirmed by email. Once full payment is made a confirmation will be emailed to you. This is your confirmation of booking. This should be printed and saved for own reference. We accept no responsibility for incorrect email or inability to deliver email. If your confirmation does not arrive on time or at all, then you must ask us to resend the email confirmation of the service you have paid for. All safaris must be fully paid for before commencement of the safari.

You must inform us in writing of any medical condition that's requires attention or medication before your tour commences. It is your responsibility to have all necessary visas, passports, permits and certificates required for your selected itinerary as well as any necessary vaccinations and to comply with all applicable laws. When you book with us, you accept responsibility for any damage or loss caused by you. Full payment for any such damage or loss must be paid at the time direct to the accommodation owner or manager or other supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us as a result of your actions.

**2. Balance & Surcharge:** The balance of all monies due, including any surcharges applicable at that time, must be paid in full on the day of arrival either by Bank Deposit, Mobile Money Transfer to company account or Cash before departure.

#### 3. Changes | Amendments

**a). Booking amendments by you:** A change of departure date and/or tour to another must be requested in writing by the person who made the original booking. The administration charge per person per tour (plus additional deposits if applicable), will be deducted unless the request is within 60 days of departure in which case cancellation charges will be applied as detailed in clause 4a.

The original tour deposit and cancellation charges will apply based on the departure date of your original tour (if changing to a later date) regardless of the length of the new tour. If, after our confirmation invoice has been issued, you wish to change your travel arrangements in any way, for example, your chosen departure date or accommodation, we will do our utmost to make these changes but it may not always be possible especially in Peak Season (July - October). Any request for changes MUST be in writing from the person who made the booking or your travel agent. You will be asked to pay an administration charge of \$30 per person per change, together with any further charges and/or supplements and/or costs we incur in making this alteration. You should be aware that these costs will increase the closer to the departure date that changes are made and may include the cost of replacement air tickets; you should therefore contact us as soon as possible. We may not be able to make alterations to your holiday arrangements within 21 days of departure without you incurring cancellation charges. No amendments are permitted to your booking within 14 days of departure.

**b). If we Change your Holiday:** While Afrikan Buffalo Wildlife Safaris will use its best endeavors to operate all tours as advertised, by entering into this contract the client accepts that it may prove necessary or advisable to vary or

modify a tour itinerary or its contents due to prevailing local conditions. It is unlikely that we will have to make any changes to your travel arrangements. However, we do plan the arrangements many months in advance and occasionally, therefore, it may be necessary to make changes and we reserve the right to do so at any time. Most of these changes will be minor and we will advise you or your travel agent of them if practicable and time permitting. Please note that carriers, timings and routings given in the brochure are for guidance only and may be subject to change. Such changes are deemed to be minor changes. Other examples of minor changes include alteration of your outward/return flights by less than 12 hours, changes to aircraft type, change of accommodation to another of the same standard, or change of airports OR airstrip. We also reserve the right in any circumstances to cancel your travel arrangements. For example, if the minimum number of clients required for a particular travel arrangement is not reached, we may have to cancel it. However, we will not cancel your travel arrangements less than 8 weeks **before your departure date**, except for reasons of force majeure or failure by you to pay the final balance. If it is necessary for us to cancel your travel arrangements for reasons other than force majeure and non-payment of the final balance, we will pay compensation to you as set out in this clause. If we make a major change to your holiday, we will inform you or your travel agent as soon as reasonably possible if there is time before your departure. You will have the choice of either accepting the change of arrangements, accepting an offer of alternative travel arrangements from us, if available (with no amendment fee although subject to any difference in brochure price), or cancelling your booked holiday and receiving a full refund of all monies paid except for insurance premiums and/or amendment charges. In all cases, except where the major change arises due to reasons of force majeure.

#### **4. Cancellation | No - Show**

**a). If you cancel your holiday:** The client may cancel the booking at any time provided that the cancellation is communicated to Afrikan Buffalo Wildlife Safaris in writing. Written notification is essential even if verbal notification of an intention to cancel has been given. Cancellation charges will be applied as shown below calculated from the day a written notification is received by Afrikan Buffalo Wildlife Safaris and will take effect from the day the written confirmation is received. In addition to the charges shown below airlines may impose 100% cancellation charges and the cost of a new ticket. The date used for calculating cancellation charges will be the date of departure of each tour booked or the date from which the first service of the tour commences and will apply to all subsequent tour services booked.

##### **Minus Bank charges**

61 - 45 Days before departure.

30% of the total Holiday Price

**31 Days before departure**

**30% Deposit is Non-Refundable.**

##### **For Gorilla Trek & Mountain,**

Observing gorillas in the wild is a very special experience and it is important to preserve these fantastic, endangered animals, so only a limited number of permits are available in each park. Every visitor must obtain a permit before they can embark on a trek, so it is essential to book well in advance. Permits need to be paid for at the initial booking stage and are non-refundable.

##### **Minus Bank charges**

**45 Days before departure 30% Deposit is Non-Refundable.**

90 days or more prior to arrival or departure.

Full refund

61 - 45 Days before departure.

30% of the total Holiday Price

44 - 31 Days before Departure.

50% of the total Holiday Price

30 days and below prior to arrival / Departure.

100% of total cost. No refund.

If the reason for cancellation is covered by the insurance policy, you may be able to reclaim these charges from your insurance company. No refunds will be made for any accommodation, transport, sightseeing, meals or services not utilized. Clients who have booked 2 or more tours will be subject to the above conditions based on the start dates of each tour booked.

**NB:** No refund for flights Booked. Detailed in clause **13**.

**b). Cancellation by You on (Group Tours & Safari).**

**Minus Bank charges**

61 - 45 Days before departure.

30% of the total Holiday Price

**31 Days before departure**

**30% Deposit is Non-Refundable.**

**c). Open Bookings** A client may cancel a booking and let it open for a later day of travel upon choosing a desired date. Open bookings must be in writing not less than 31 days prior to arrival / safari departure. Additional charges may apply due to season and rates. See detailed in clause **3a**.

Contact Office for more details on surcharge and rates.

**a). Cancellation by Us on Group Tours & Safaris.**

**Guaranteed Departures & Minimum Numbers for Groups / Overland Trucks:** Afrikan Buffalo Wildlife Safaris sets its own minimum numbers for scheduled Overland tours based on logistics and guarantees to operate once minimum numbers have been achieved. In addition, a number of departure dates have been designated as guaranteed and they will operate regardless of whether minimum numbers have been achieved.

**b). Overland Trucks minimum numbers are as follows:** A minimum of 15 persons booked on Adventure Overland Tours. Where minimum numbers have not been achieved on a given departure that has not been designated as guaranteed, Afrikan Buffalo Wildlife Safaris may choose to either operate the tour with below minimum numbers or cancel the tour and pay compensation. **Note:** Refunds and discounts referred to applies only to Overland tour (Group Tours) cancelled within 14 days or below as a result of failure to achieve minimum numbers. A replacement tour may be any tour selected from Afrikan Buffalo Wildlife Safaris up to the value of the original tour booked. Afrikan Buffalo Wildlife Safaris will refund all monies paid by client within **10 Days** after trip cancellation.

**5. Travel Insurance & Personal Properties.**

**a) Travel Insurance:** Travel insurance is mandatory for all clients of Afrikan Buffalo Wildlife Safaris. Clients together with their personal property including baggage are at all times solely at their own risk.

Clients are wholly responsible for arranging their own insurance.

A suitable insurance policy should provide adequate cover for medical expenses arising through illness or accident prior to or during the Tour and loss of Tour monies through cancellation or curtailment of the Tour for insurable reasons. Afrikan Buffalo Wildlife Safaris is able to assist clients in obtaining a suitable insurance policy and Emergency evacuation. Clients making their own arrangements should ensure that there are no exclusion clauses limiting protection for the type of activities in their tour. Clients should satisfy themselves that any travel insurance arranged through Afrikan Buffalo Wildlife Safaris is what they require and should arrange supplementary insurance if need be. The travel insurance cover automatically provided with credit card purchases does not provide adequate cover as standard. Proof of adequate insurance will be requested at the start of your tour, failure to provide this will result in the client being prevented from joining the tour without refund or travel at their own risk upon signing transportation liability waiver.

**b) Personal Property:** The management shall not be held liable to pay for any loss of or damage to property belonging to the guest, except where:- At the time the loss or damage occurred a period during which the guest property had been deposited for safe custody with management, and the property was stolen, lost or damaged through the default, neglect or willful act of the management or its employee

**c) Found Item / Property:** The management will retain any found personal effects, goods left behind by guests or any other lost item / property. If an item is not claimed in 3 months of guest's departure, it will be disposed of by the management.

**6. Passports, Visas and Vaccinations:** You must carry a valid passport and have obtained all of the appropriate visas, permits, certificates and Vaccinations for the countries in which you will visit during your trip. Your passport must be valid for 6 months beyond the duration of the trip. It is your responsibility to ensure that you are in possession of the correct visas, permits and certificates for your trip; please refer to the Trip Notes for details. We are not responsible if you are refused entry to a country because you lack the correct passport, visa or

other travel documentation. It is the responsibility of the client to be in possession of preventative medicines as may be required for the duration of the tour. Information about these matters or related items is given in good faith but without responsibility on the part of Afrikan Buffalo Wildlife Safaris.

**7. Illness and Disability:** Anyone suffering from illness or disability or undergoing treatment for any physical or medical condition must declare the true nature of such condition at the time of booking and make arrangements for the provision of any medication or other treatment which may be required during the tours. Failure to make such disclosure earlier will result in such persons being excluded from the tours in which case all monies paid will be forfeit.

**8. Local Laws:** All participants in tours operated by Afrikan Buffalo Wildlife Safaris are expected to obey the laws and regulations of the countries visited and any failure to do so will relieve Afrikan Buffalo Wildlife Safaris of all obligations that they may otherwise have under these booking conditions.

**9. Wildlife:** Please pay attention to signposts and ask for clarification when in doubt as to the meaning of any. It is important to exercise caution at all times within the Camp sites /Grounds / Hotels and to remain on pathways and designated public areas and places during your stay. All minors should be accompanied by a parent, guardian, guide, supervisor or teacher at all times. Feeding of wildlife is strictly prohibited. Management cannot be held responsible for any injury or fatality even death relating to any animal attack. Always exercise safe distance from the wild animals and also perimeter electric fence or line. The perimeter electric fence is highly hazardous and can lead to fatal injury or even death. Management will not be responsible or liable for any of the above situations. Anyone who leaves the campsite on foot without a wildlife ranger / Guide or otherwise does it at their own risk. Walking out of the campsite perimeter is strictly prohibited, Observe camp warning notice. **“Do not go beyond this Point”**

**10. If you have a Complaint.** If the client has a complaint about any of the tours arrangements the client must bring it to the attention of the tour leader or other representative of Afrikan Buffalo Wildlife Safaris at the time so that they may use their best endeavors to rectify the situation. It is only if Afrikan Buffalo Wildlife Safaris is made aware of any problems that there will be the opportunity to put things right. Failure to complain on the spot will result in the client's ability to claim compensation from Afrikan Buffalo Wildlife Safaris being extinguished or at least reduced. Should the problem remain unsolved a complaint must be made in writing to Afrikan Buffalo Wildlife Safaris within 28 days of the completion of the tour or all claims for compensation will be forfeit.

## **11. Our Responsibilities**

**a) Duty of Care:** It is our responsibility to look after the safety and security of our clients while they're travelling, we must take every precaution against injury or harm. Emergency ground evacuation will apply when necessary. The tours operated or supplied by Afrikan Buffalo Wildlife Safaris have been designed to provide participants with an exposure to the true nature of the environment visited and therefore involve an element of personal risk and exposure to potential hazards over and above those associated with normal “package travel”. The company will not guarantee one that its entire vehicle supplied must have Afrikan Buffalo Wildlife Safaris **Logo** or **Stickers**. All bookings are accepted on the understanding that such risks and hazards are appreciated by the client and that they undertake all tours, services, treks, optional excursions and other activities at their own volition.

**b) Compensation:** Where the client does not suffer personal injury, Afrikan Buffalo Wildlife Safaris accepts liability should any part of the tours arrangements booked with Afrikan Buffalo Wildlife Safaris not be supplied as described and not be of a reasonable standard. In such a case, Afrikan Buffalo Wildlife Safaris will pay reasonable compensation if the tours arrangements had been adversely affected but will pay no compensation if there has been no fault on the part of Afrikan Buffalo Wildlife Safaris or its suppliers and the reason for the failure in the tours arrangements was due to force majeure, the client's fault, the actions of someone unconnected with the tours arrangements or could not have been foreseen or avoided by Afrikan Buffalo Wildlife Safaris or its suppliers even if all due care had been exercised.

**c) Accident:** Where the client suffers death or personal injury as a result of an activity forming part of the tour arrangements booked with Afrikan Buffalo Wildlife Safaris, Afrikan Buffalo Wildlife Safaris accepts responsibility

unless there has been no fault on Afrikan Buffalo Wildlife Safaris' part or its suppliers and the cause was due to force majeure, the client's fault, the actions of someone unconnected with the tour arrangements or one which neither Afrikan Buffalo Wildlife Safaris nor its suppliers could have anticipated or avoided even if all due care had been exercised.

## **12. Your Responsibilities**

**Safety:** It is your responsibility as a client to observe safety wherever you are or places you visit. Check on Safety Belts when onboard; fasten your seat belt whenever on travel. Comply with guide regulations, help the group leaders/guide in case of an incident or illness amongst the team, ensure that driver does not drink alcohol, smoke or be under the influence of drugs whilst providing the service (Driving) to the group, no member of the group is allowed to drive the vehicle, observe park rules, Care for the environment and be environmental friendly.

**NB:** These conditions are issued on the sole responsibility of Afrikan Buffalo Wildlife Safaris and have been compiled with reasonable care. They are not issued on behalf of, and do not commit any airline whose flights form part of the arrangements. Where air travel on inclusive tours is provided by scheduled carriers, their responsibility is limited in accordance with their conditions of carriage.

**13. Flight Bookings:** Afrikan Buffalo Wildlife Safaris will use its best endeavors to ensure that all flight prices and pre-paid taxes are correct at the time that they are quoted. Airlines reserve the right to amend or withdraw fares without prior notice. Once a deposit is paid on an airfare, it guarantees that a booking is being held for you, it does not guarantee the fare. The fare can only be guaranteed when the flight booking has been paid for in full by Afrikan Buffalo Wildlife Safaris and a ticket has been issued. Flight bookings cannot be transferred nor refunded (No refund).

**NOTE:** Join our tour with a positive frame of mind, ready to enjoy your adventure with us. At all times you must show courtesy and respect to your driver/guide and more importantly the other Tour members. Once you pay for our services, you accept and abide by these terms and condition.