

Booking Conditions

The following conditions form the basis of your contract with Simply Safaris Ltd (Reg. No: 5232174). They set out our respective rights and obligations and you should therefore read them carefully. When you sign and return the booking form with your deposit you are confirming your understanding and acceptance of these conditions.

1) Booking Procedure: On receipt of your completed booking form and non-refundable 30% deposit we will make all the ground arrangements and send your booking confirmation. If booking within 8 weeks of intended departure, we require payment in full. The person who signs the booking form becomes the 'lead passenger' and signs on behalf of all the people named on it and all are subject to these conditions. Payment of the balance is due 8 weeks before departure (should this final payment fail to reach us by the date specified on the confirmation invoice, we reserve the right to cancel the booking and keep the deposit). No booking will be considered definite or contract made until the completed booking form and deposit are received and we have issued a confirmation invoice. We will send tickets or vouchers and an information pack about 2 weeks before departure. Internal flight tickets and most accommodation vouchers will be given to you on arrival, though your driver/guide handles most day-to-day paperwork.

2) Exclusions: Our prices cover the accommodation, meals, transfers and services shown on your itinerary. They exclude international airfares, travel insurance, visas, airport/departure taxes, optional excursions, portage plus all personal expenditure such as tips, laundry, souvenirs, telephone calls and drinks.

3) Surcharges and Our Price Guarantee: We guarantee the price of safaris booked upon receipt of final payment. We will also absorb increases of up to 2% of the holiday price before final payment. These include increases in fuel prices, park fees, accommodation costs, internal airfares, transfers, local tax increases and currency fluctuations. Amounts in excess of 2% of the holiday price will be surcharged. If surcharges of more than 10% have to be made, you are entitled to cancel your holiday with a full refund by giving immediate written notice. International airfares booked directly are subject to the prices and conditions imposed by airlines and are not guaranteed by Simply Safaris.

4) Your Responsibilities: (a) Passports and Visas. You need a full 10 year passport valid for at least 6 months after your return date. Visas are required for several countries and should be obtained prior to departure though can usually be purchased on arrival. You are responsible for ensuring that your passport and visas are valid and in order. (b) Vaccinations and Health. Check with your doctor or nearest travel clinic which inoculations are recommended. We cannot be held liable for the failure of clients to comply with the health requirements of countries they will be visiting. (c) Flights. You must obtain a return flight ticket prior to departure for Africa. We cannot be held responsible if you are refused entry to any country through failure to supply proof of return travel. (d) Safety and Behaviour. Bookings are accepted on the understanding that clients appreciate the risks inherent in travel and in undertaking adventure activities such as climbing, rafting, ballooning, trekking, scuba diving and bungee jumping. Clients are responsible for their own safety and should make allowances for the fact that they are visiting less developed countries. We reserve the right to terminate without notice or compensation the safari of any client whose behaviour causes damage, distress, danger or disturbance. (e) Special Requests and Medical Problems. We will pass on any reasonable requests or dietary preferences to the relevant supplier but we cannot promise that any request will be complied with unless we have specifically confirmed this in writing. If you or any member of your party has any known medical condition or disability which may affect your holiday, please tell us before you confirm your booking (and send us full details in writing) so that we can advise as to the suitability of your itinerary. (f) Insurance. It is a condition of booking that you are adequately insured for the period of your safari. Your policy must cover personal accident, medical expenses, loss of effects, cancellation and repatriation costs and all other expenses which might arise as a result of loss, damage, injury, delay or inconvenience. We don't offer our own insurance as most people find it more beneficial to take out a multi-holiday annual travel policy but we can supply details of suitable insurance companies. Please do ensure your cover is adequate for the type of activities that you may undertake (climbing, ballooning, scuba diving, white water rafting, bungee jumping, paragliding etc).

5) Our Responsibility and Liability: All safaris involve an element of potential risk and exposure to wildlife and therefore hazards over and above those associated with normal 'package' holidays. All bookings are accepted on the understanding that you acknowledge this and undertake any safari at your own volition. We accept responsibility for ensuring that all parts of

your safari are supplied as described and for the actions of our employees, agents and suppliers whilst carrying out their normal duties. We will only accept liability for matters which arise as a direct result of our negligence and/or breach of our contractual duty to exercise care in our arrangements for you. For circumstances beyond our control we will not pay compensation or reimburse you for expenses incurred which is why you must have adequate travel insurance. We shall not be liable for death, illness, accident, delay, damage, personal injury or loss of whatever kind due to circumstances beyond our control or if there has been no fault on the part of us or our partners or if the cause was the fault of the client or due to the actions of someone unconnected with the tour arrangements. Under no circumstances will our liability for each client exceed the tour cost paid by that client. We do not accept responsibility or liability for any illness/disease you may contract, if you fail to arrive on time for departure, your international air travel arrangements, events caused by force majeure or actions of wildlife, personal injury/death/damage resulting from participating in any activities such as riding, canoeing, rafting, ballooning etc.

6) Amendments and Cancellations by You: Any change to your original booking must be confirmed in writing and we will do all we can to accommodate it, subject to a £30 administration charge per person (plus any additional costs arising). Cancellation of your holiday must be made in writing by the person who signed the booking form. The following cancellation charges will apply from the day the written request is received by us.

<u>Number of days notification before departure</u>	<u>Charge per person</u>
More than 56 days	30% (loss of deposit)
21 – 56 days	50% of invoice total
Less than 21 days	100% of invoice total

No reductions or refunds will be made after departure in respect of any unused portions of the safari.

7) Amendments and Cancellations by Us: All our safaris are tailor-made and do not necessarily follow regular, popular or well-trodden routes. We reserve the right to make minor variations to the itinerary subject to weather and road conditions or animal movements. These changes should not affect the overall enjoyment of your holiday and services will be maintained at the level of those agreed and booked. In the unlikely event that a major alteration has to be made before your departure we will offer you the choice of accepting the revised arrangements, changing the booking or a full refund. We have to reserve the right to cancel a safari and in such an event we will offer a suitable alternative or a full refund. Except for 'force majeure' events beyond our control, or if you default on payment, we will not cancel any booking within 56 days of departure.

8) Force Majeure: We regret we cannot accept liability or pay any compensation for events that we cannot foresee or avoid such as war or threat of war, riots and civil strife, natural disasters, strikes, terrorist actions, epidemics, government action, adverse weather conditions, fire and all similar events beyond our control.

9) Overseas Standards: Standards in some parts of Africa can be different to those accepted and expected in Europe/USA relating to things like vehicle maintenance and seat belts, electrical wiring, drainage, swimming pool design, some food and accommodation. We provide you with the best locally available but if you cannot tolerate less than the highest standards on such things you should consider whether an African safari is really suitable for you.

10) Complaints: If you are unhappy with any aspect of our arrangements while on safari you should speak to the person in charge of providing the service. If the matter cannot be resolved locally please write and tell us within 14 days of your return.

11) Financial Security: In accordance with the EU Directive covering package holidays we have set up a Trustee Account. All monies paid to Simply Safaris are placed into the account and held in trust until the clients have returned from their trip or any sum of money paid by the client has been repaid in the event of a refund or has been forfeited by the client due to cancellation.

12) Data Protection: To process your booking we need to use the information you provide, so in making your booking you consent to this information being passed on to the relevant persons. We take full responsibility for ensuring that proper measures are in place to protect this information. Unless you inform us otherwise we will hold your information and use it to inform you of offers in the future but will never pass on your details to third parties unconnected with your travel arrangements.

13) Law: Your booking with Simply Safaris Limited and any matters arising from it is governed in accordance with English law and the exclusive jurisdiction of the English courts.