



THE SAFARI COMPANY TERMS & CONDITIONS

1. THE COMPANY:

"The Safari Company NZ Ltd". Herein after called the Company accepts bookings for all tours as listed on its website subject to the following conditions.

2. YOUR SIGNATURE:

The person signing and returning the Booking Form accepts these conditions on behalf of himself or herself and all other named persons on the Booking Form and represents that he or she is authorised to accept these conditions on behalf of such others. All persons named on the Booking Form, or if only one person is named, such persons are hereinafter called the Client.

3. THE CONTRACT:

No contract shall exist between the Company and the Client until the Company has received the deposit and completed Booking Form, and the Company has confirmed the booking to the Client or the client's Travel Agent.

4. PAYMENT:

A deposit of 20% per person is required on confirmation of the tour. The balance of the tour cost must be paid no later than 15 weeks prior to the departure date for all tours. Otherwise the company may treat the booking as being cancelled by the client. Bookings made within 15 weeks of departure must be paid in full.

5. AMENDMENTS:

Amendments to your booking may incur a \$50 charge per amendment. All requests for amendments must be in writing and signed by the Client, and take effect from the date received by the Company.

6. CANCELLATION:

Should the Client wish to cancel a booking, the cancellation will take effect from the date the Company receives written notification. The applicable cancellation charges are per person as follows:

More than 15 weeks prior departure – deposit forfeited

Less than 15 weeks prior departure – 35%

Less than 8 weeks prior departure – 50%

Less than 4 weeks prior departure – 100%

The Company reserves the right to cancel a tour prior to departure. Should this occur The Company will offer alternative arrangements or a full refund of all monies paid by the Client. The company shall not be liable to compensate you for incidental expenses incurred as a result of your booking.

Once the safari has departed and you decide to leave part-way through, there will be no refund for unused days of the safari.

7. CONVEYANCE OF THE CLIENT:

The conveyance of the Client, his or her luggage and personal property during the tour by any carrier, other than the Company, is subject to the terms and conditions of such carrier, and if by the Company, these conditions. If inadvisable, due to circumstances beyond the reasonable control of the Company, the Company may at any time cancel the remainder of the tour or section of it or modify any tour itinerary or route as it sees fit. The Client shall be bound by any cancellation or alterations made under the provisions of this clause and shall not be entitled to recover any sum paid by him or her unless the whole tour is cancelled prior to commencement. The final decision on the itinerary and the conduct of the tour will be taken by the tour leader and will be in the interests of the tour group as a whole. The Client will accept the authority and decisions of the tour leader as appointed by or on behalf of the Company.

8. INSURANCE:

Before the Client commences a tour he or she must obtain travel insurance with a reputable insurer to cover personal injury, medical expenses, repatriation expenses, loss of luggage and the expenses associated with cancellation or curtailment of a tour. The Client is responsible for any loss or damage to baggage or personal possessions or any consequential loss resulting there from. If a Client becomes ill, all hospital expenses, doctors' fees and repatriation costs are the responsibility of the Client and the Company shall not be liable for any refund of the tour cost.

9. PRICES:

Prices quoted on a flyer, itinerary or website are correct at the time of publication. However, as external factors may affect the exchange rates, local taxes, operational and administrative costs, The Company reserves the right to increase the price up to the day of departure. If

after departure additional expenses are incurred through delay, accident or disruption of advertised schedules beyond the control of the Company, such expense must be borne by the Client.

10. CHANGES TO YOUR ARRANGEMENTS:

All tours and associated arrangements are subject to alteration without notice if necessary because of factors beyond the control of the Company including, but not limited to exchange rate changes, political disputes, border closures, climatic variations, airline departure time changes, although where possible, details of such alterations will be sent to the last known address of the Client as soon as the Company is aware of such alterations. The Company reserves the right to alter itineraries if it is in the interest of the Client to do so.

11. TRAVEL DOCUMENTS:

It is the responsibility of the Client to be in possession of a valid passport, visas, permits and certificates as may be required for the tour. The Company does not accept responsibility for changes in regulations for visas or any particular requirements for visas. The Company cannot be held responsible for the failure of the Client to obtain the necessary visas.

12. UNSUITABILITY OF CLIENT, ETC:

If the Company considers the client as unsuitable for a tour it may in its absolute discretion cancel such client's booking or decline to carry the client further if that client causes inconvenience or annoyance to other passengers.

13. VACCINATIONS:

The Client must take all necessary inoculations as are required or generally recommended in relation to the countries to be visited.

14. RISKS:

Whilst the Company will take all reasonable precautions to provide for the Client's safety and comfort, the Client accepts that these tours and optional activities carry inherent risks and any Client wishing to participate in such activities must be able to assume this risk. The Client must be in good health. Neither the Company nor its staff or its agents shall be liable for the personal injury, damage or loss including consequential loss to any Client however caused including personal injury caused or contributed to by the negligence, breach of contract or duty to the Company's servants, agents or any independent contractor whether English or foreign law.

15. COMPLIANCE WITH LOCAL LAWS:

The Client will comply strictly with all laws, customs and foreign exchange restrictions of any country visited. If you break those laws or are detained by the local authorities for an alleged breach of those laws, the tour may proceed without you. The Company shall not be responsible or liable for any Client who contravenes any law or regulation of any country visited.

16. COMPLAINTS:

If the Client has any complaint about the tour booked he or she should first bring this to the attention of the tour leader. If at the end of the tour, the client feels that his or her complaint has not been properly dealt with, the Client must notify the Company in writing within 30 days of completion of the tour.

17. WEBSITE/WRITTEN ITINERARIES/ADVERTISEMENTS:

Information given in website, leaflets and advertising is given in good faith by the Company at the time of print, but unless specially stated, shall not form any part of the contract. The Company reserves the right to use photos or video footage and comments taken during your tour for any advertising or brochure production without obtaining further consent. If you do not want to appear in any images used in advertising or brochure production you should advise the Tour Leader at the start of your safari.

18. LAW:

The contract of which these conditions form a part is to be governed and construed according to the laws of New Zealand. No persons or organisations have any authority to change or alter any of the above conditions, information or itineraries on our behalf.

19. AGE, FITNESS & ABILITY TO PARTICIPATE:

If you have any medical condition or disability which may affect your tour arrangements in any way, you must provide us with full details at the time of booking. Our safaris do require a reasonable level of fitness. If you are aged 75-79 years, you must produce a Doctor's Certificate stating you are sufficiently fit, healthy and able to undertake the safari you are booking. You must be aged under 80 years to participate in a safari.

20. YELLOW FEVER VACCINATION

This vaccination is compulsory on some of our safaris (check your pre-departure notes). For some clients who have a pre-existing medical condition and are on certain medication, you may be advised by your GP that you are not able to have the Yellow Fever vaccination. If this is the case, you will need to ask your GP to write a letter of exemption. This is usually sufficient for African officials.

21. PRIMATE PERMITS:

Once payment has been made for your Gorilla and Chimpanzee Trekking Permit, this amount is non-refundable.

22. PASSPORT VALIDITY

Your passport must be valid for six months from the date you return home.

23. LATE BOOKING FEE

A late booking fee of \$100 will be levied against any booking received within 30 days of departure plus any additional USD fees required to secure primate permit.