

Terms & Conditions of Booking

Introduction

Please note that some of the information within the web site or printable pages may have changed by the time you book any arrangements. While every effort is made to ensure the accuracy of all literature and prices at the time of printing, changes occasionally do occur. Please therefore check all details with us at the time of booking. Safari Express Company, hereafter referred to as Safari Express, is registered at: 7282 Callie Dr., West Jordan, UT 84084 and does not control any of the Suppliers or their services provided in this brochure. Safari Express therefore cannot accept any liability for services, arrangements or any loss or damage incurred as a result of the acts and/or defaults of any Suppliers or third party contracted.

Definitions

In these terms and conditions: 'tour', 'safari' or 'trip' (etc.) shall mean any, or any combination of elements including excursion, hotel accommodation, camping, beach, trekking, climbing, boating, canoeing, road, rail and air transfer services etc. and any other service (as detailed in the Brochure, Price Guide or quoted by Safari Express on an FIT or other private basis) which is provided or agreed to be provided to a tour member. 'Tour price' shall mean the total price paid or payable by or on behalf of, the tour member for the tour. The 'Departure date' shall mean the date on which the tour member commences the first component of the tour that is booked by Safari Express. Most East Africa tours in the brochure or web site have been arranged by our ground handlers. Additionally, we contract directly with providers of accommodation, meals and transportation. These individual operators, hotels, lodges, restaurants, airlines, bus lines, ferries, charter companies, and all other entities from whom we purchase services, are collectively referred to hereinafter, as Suppliers.

Responsibility of Safari Express

Safari Express acts only as the agent for the Suppliers and shall not in any event be liable for negligence, breach of contract or act of omission on the part of the Suppliers, their employees or any other agent. It shall be the responsibility of all customers including (without limitation) tour members, tour operators and travel agents, to read and familiarize themselves with the terms and conditions of the Suppliers. Safari Express's liability for its own negligence or breach of contract shall be limited to the maximum per person tour price relevant to the specific failed service. Safari Express shall not in any event be liable for consequential or indirect losses including, without limitation, losses calculated by reference to profits, business or goodwill. By embarking upon a safari, the tour member accepts and consents to all risks involved with such travel whether expected or unexpected. His or her travel agent or tour operator are required to warn travelers of such risks and assist them to obtain appropriate insurance coverage. The retention of a voucher or confirmed booking shall constitute consent to the above and an agreement by the tour member and their travel agent/tour operator (joint and severally), to convey the contents hereto to all members of the travelling party.

The prices within the website are based on costs prevailing at the time of publication and are subject to change without notice.

The price of the ground arrangement often includes:

1. Hotel/Lodge/Camp etc. accommodation, meals as specified and any obligatory hotel tax and service charge.
2. Transfers, game activities and national park entry fees where specified.
3. Vehicle and driver-guide expenses in connection with the safari itinerary concerned.
4. Flights and excursions specified in the itinerary.
5. Some lodges do include drinks, laundry and all activities, however this should be re-confirmed at the time of booking.

The price of the ground arrangements do not include:

1. Flights (unless specified), airport taxes (except on some tickets we issue) and service charges.
2. Visas, inoculations and personal insurance, travel insurance, medical or evacuation insurance.
3. Excursions, activities or services specified as optional, therefore charged as an extra.
4. Tips and any other expense of a personal nature.

Meal Plans

The web site generally indicates meal plans for various safaris. In the case of half board, this generally means that lunch is not included. However, Suppliers may, at their discretion, permit tour members to substitute lunch for dinner. Suppliers offering all-inclusive meal plans vary in the extent of what is included. In these plans, generally house beverages are included but premium beverages and specialty drinks (such as cappuccinos and cocktails) are available at an additional cost. Suppliers also reserve the right to limit the amount of consumption by tour members.

Payments

A 35% deposit is required by Safari Express/the Supplier, on confirmation of the service that is to be provided. There may be variances to these terms according to individual circumstances. The balance is to be paid no later than 90 days prior to the date of commencement. When bookings are made less than 90 days prior to the departure date, full payment is required immediately on written confirmation. A booking is considered confirmed when an invoice is issued. If payments are not received within the above time-scale, Safari Express/the Supplier reserves the right to cancel the tour which has been booked and retain any deposit received, to offset against expenses incurred in the booking of such tour. Should we be forced to cancel arrangements for non-payment, the agent may still be liable for payments not covered by the forfeited deposit amount.

Terms of Cancellation

The following cancellation charges are applicable. Should cancellation occur, a written notification is immediately required to advise this to Safari Express. In many instances, cancellation charges are set by the Suppliers based on their contracts with us. As many of these contracts fall under laws and jurisdiction of African courts, cancellation fees are enforceable based on the laws of those contracts. We strongly recommend that clients are advised to purchase travel insurance. A cancellation includes any reduction of services including reduction of the number of participants, reduction of the length of travel, removal of any specific services from the overall tour package or change of services where specific Suppliers will charge cancellation fees. In the event that travelers need to change their travel dates, we will make every effort to accommodate the changes but Suppliers may still charge cancellation fees that will be passed on to the agent. In the case of date changes, subsequent cancellations will be charged based on the original departure date. Cancellation charges are calculated as follows:

◇ Over 60 days before the departure date: loss of deposit. ◇ 60-32 days before the departure date: 50% of the tour price. ◇ 31-16 days before the departure date: 75% of the tour price. ◇ Less than 16 days before the departure date or no-show: 100% of the tour price.

In some cases, Suppliers may impose stricter cancellation policies than those shown. In those cases, we will advise the agents before the booking is accepted.

Flights

Tickets purchased by Safari Express and its Suppliers as part of suppliers or if requested on own, are non-refundable at the time of purchase. Further, airlines may charge for any changes to the tickets once purchased including, but not limited to changes of names, even if minor, changes of travel dates and times and changes of departure or destinations. These changes will be passed along to the Agent. We strongly suggest that the international flight details be confirmed with the travelers before requesting that we book any connecting regional or domestic flights.

Flight timings used in scheduled and FIT itineraries and quotations are based on expected flight timings. Some flights may not be available at the time of booking and alternative flights at the closed available times will be substituted. Should the alternative flights be more expensive, these additional costs will be passed on to the Agent.

In some cases, different classes of seats are available on flights and we may quote on the least expensive seat class. If, at the time of booking, we are required to book a more expensive seat on this flight, the excess costs will be passed on to the Agent.

Liability

The Suppliers' liability to tour members is governed by the laws of the country in which the tour takes place. All claims are subject to the jurisdiction of the courts of the country in which the cause of action arises. Save where the Suppliers provide their own vehicles/services for the transportation of tour members, the Suppliers and their Agents act only as agents for the passenger in all matters relating to accommodation, sightseeing, tours and transport (whether by aircraft, rail, road, motor-coach, ship, boat, canoe or any other means) and shall not be liable for any failure to perform, injury, delay, loss, or damage arising from or in connection with the provision of such accommodation, sightseeing, tours and transport where such failure, injury, delay, loss, or damage is caused by negligence. The Suppliers maximum aggregate liability to each tour member for the negligence of or breach of contract by the Suppliers shall not exceed the per person tour price relevant to the specific failed service. However, nothing in the conditions shall exclude, restrict, or limit the Suppliers' legal liability for death or personal injury resulting from the Suppliers' negligence and against which liabilities the Suppliers are insured.

Force majeure

The Suppliers shall not in any event be liable for any unusual or unforeseeable event or circumstance beyond their control including (but not limited to): terrorist activity, social or labor unrest, industrial dispute, mechanical or constructional

difficulties, diseases, local laws, war or threat of war, natural or nuclear disaster, fire, adverse weather conditions or any act of government which results in loss, delay, damage, or the injury to tour members. The Suppliers reserve the right to employ subcontractors to carry out all or any part of the tour and in that event, the terms and conditions relating to the subcontractors liability shall apply.

Alteration

Safari Express and/or the Suppliers reserve the right to cancel or alter the whole or any part of any tour at their sole discretion, should circumstance or events make this necessary in their reasonable opinion. On such occurrence, a suitable alternative will be offered and, if appropriate, a proportional refund made if the product is not of the same standard. Liability to tour members for such breach of contract or, in the event of services not being provided as a result of negligence of Safari Express and/ or the Suppliers and their staff, is limited to the actual cost of such services to the tour member. Any consequential or indirect costs resulting there from, are excluded. All reasonable endeavors to provide an alternative arrangement of equal value subject to availability will be made. Should arrangements be curtailed after the tours departure due to force majeure (or other), Safari Express and/or the Suppliers cannot make any refunds, pay compensation or be responsible for additional client costs incurred. Additional tour member costs must be settled locally. Single accommodation on safari can be a problem and during peak periods, sharing with another single may be the only option/solution for room availability. If a tour member books and pays the single room supplement and this occurs, you will be refunded the difference.

Insurance

The hazards of travelling in Africa may inevitably give rise to some risks. It is therefore a condition of booking that all tour members must have sufficient and appropriate travel insurance for the duration of their tour. Such insurance (which is not supplied by Safari Express) should fully cover all personal requirements including death, personal injury, medical expenses, evacuation and/or repatriation in the event of accident or illness, cancellation or curtailment of the tour and loss of, damage to, or theft of the tour members' personal property. Some suppliers make pre-purchase of travel and evacuation insurance a prerequisite to allowing them use of their services and facilities and may require evidence of travel insurance on arrival.

Complaints

In the unlikely event that a tour member has a dispute whilst on safari, this must immediately be brought to the attention (and put on record) of the Suppliers' local representative, or the hotel, lodge or camp management. It is likely that the tour member's complaint will be satisfactorily resolved there and then. If, however, this is not the case and the tour member wishes to pursue the matter on their return from safari, it is essential the complaint be communicated in writing to their relevant travel/tour operator within 14 days of their return, quoting holiday reference, departure date and destination. This complaint must reach us within 21 days of their return from their holiday. Safari Express is unable to entertain complaints where the tour member has not made reasonable effort to correct the dispute at the time of service. Refunds will not be given for services not used at the decision of the tour member. All included meals must be taken during the times specified by the Suppliers. Should a tour member decide to change services before or during the safari, they will not receive credit for the unused service and will be asked to pay directly for any new services. If a tour member is unfortunate enough to misplace personal property or sustains injury or any disruption to their arrangements, the matter must immediately be reported to the local Agent or Supplier. Where necessary, the matter should also be reported to the nearest police station and a police report obtained and a copy of the report should be retained by the tour member.

Weather

Safari Express and its Suppliers may offer recommendations based on historical weather patterns. However, at no time does Safari Express or its Suppliers warrant any weather condition. With the current changes in weather patterns globally, travelers should be prepared for the possibility of weather conditions different from past experience.

Seat in Vehicle Travel

By nature of seat in vehicle travel, tour members often meet for the first time at the beginning of the trip. Tour members naturally come from different backgrounds and may have different cultural, political and spiritual beliefs. Agents are responsible for briefing tour members **in advance** that there will be others sharing the vehicle. Some travelers choose seat in vehicle trips to be in the company of others and as a way to meet other people. However, Safari Express cannot guarantee that all seat in vehicle programs will operate with other people, especially during off peak seasons. All participants are expected to keep times as per the instructions of the driver-guides and itinerary. Children younger than 6 are not permitted on scheduled seat in vehicle safaris, however, we would be happy to offer a private safari for the family.

Children

Certain Suppliers set age restrictions on allowing children use of their facilities and accommodation. Certain activities such as mountain climbing and tracking of chimps and gorillas also have age restrictions. Children travelling at discounted rates are not guaranteed a window seat. Children must be supervised by parents at all times. As mentioned above, children younger than 6 are not permitting on seat in vehicle safaris.

Medical Conditions

It is the responsibility of the agent and/or clients to communicate any pre-existing medical conditions to your Safari Express consultant prior to confirmation of services. This will enable Safari Express to communicate with suppliers to ensure medical facilities are available if required. Depending on the medical condition, certain services may not be possible due to the risks they pose such as balloon excursions during pregnancy. This can be discussed in detail with your consultant during the booking stage. Failure to notify us prior to confirmation of services may result in clients being refused services in the destination however charges will still apply.

Refusal of Services

Safari Express and its Suppliers may, without recourse, disqualify tour members from receiving services if their actions, physical condition or mental state presents a danger to themselves or others. Tour members may also be disqualified should their repeated inappropriate actions interfere with other tour members' ability to enjoy their holiday. All costs related to disqualification must be borne by the tour member.