

SAFARI VIBES – smc LTD: TERMS AND CONDITIONS

1. INTRODUCTION

These terms and conditions govern the contract between the individual(s) purchasing the travel event services (hereafter “the client(s)”) and Safari Vibes-smc Ltd (hereafter “the company”) to the exclusion of all other terms and conditions, other than those implied by law. No variation(s) to these terms and conditions shall be valid unless agreed in writing and signed by the client(s) and the company director(s)

2. CONFIRMATION OF BOOKINGS

a). Acceptance:

The person representing the client(s) to organize a travel event with the company in acceptance of a booking does so on behalf of persons under his/her authority, which means that all group members are equally bound by these terms and conditions.

b). Deposit:

The booking is confirmed after the client has made a deposit which shall be the sum of 30% of the land arrangement costs, plus the full amount for the gorilla permits, the chimpanzee permits, and all air tickets (if needed) **for each person** in the group.

3. EXECUTION OF THE BOOKINGS

The start of all activities as per the bookings made with the company are subject to the following terms.

I. Full Payment:

The full amount owed by the client to the company shall be payable **not less than three weeks** prior to the date of departure. Late payments will be subject to a 10% penalty on ground fees. Activities won't start unless the balance is fully paid.

The company will not be held responsible for price changes or over-bookings in the time between booking and receiving the deposit.

All charges involved in making payments to the company e.g. Bank charges, must be met by the client. Payments may be made by either; check, debit/credit card (VISA, MasterCard, AmEx, and Discover), or bank transfer.

II. Timely Arrival

The company will not be held liable for missed activities due to the clients' late arrival into the country. The client shall therefore meet any extra cost in rescheduling such a missed activity, if time though permits. The company will only be liable for any delays due to car mechanical issues or any other artificial eventuality that may limit our ability to execute our responsibilities.

4. CANCELTATION CLAUSE

a. Cancellation by the company

The company reserves the right to cancel the event or any part of it for any of the following reasons:

- If the full amount is not paid in due time, the company reserves the right to treat the booking as cancelled.
- If the company or its supplier(s) regard adverse weather conditions or other safety concerns as unacceptable and which cannot reasonably be overcome.
- If the company reasonably believes that the client may cause harm or damage to its reputation or to the reputation of its suppliers or to property belonging to its suppliers.
- If the company supplier(s) is/are unable to host, the event for any unavoidable reason(s).
- If changes you wish to make to the booking makes it uneconomical or impractical to hold the event.

Should the company cancel an event, it shall be rescheduled for a mutually convenient date, or a refund shall be provided to the client.

Other than as stated, the company shall be under no further liability to the client for cancellation of the event or any part of it. If, due to reasons beyond our control, an event is unable to take place due (but not limited) to the closure of premises, the ceasing of trading, or a change in supplier's management, the company will provide the client with an alternative event and if this does not prove possible, shall refund the cost of the event.

b. Cancellation by client(s)

The cancellation of a booking by the client must be made in writing and signed by the representative.

Fees: The amount of the cancellation fee is calculated according to the date on which the company receives written cancellation notice:

- Between 6 weeks and 28 days before the departure date, the cancellation fee is 30% of the land arrangement plus the full cost of gorilla permits, chimpanzee permits and flight portions.
- 27 to 14 days before the departure date, the cancellation fee is 75% of the total cost of the booking plus the full cost of gorilla permits, chimpanzee permits and flight portions.
- 13 to 7 days before the departure date, the cancellation fee is 90% of the total cost of the booking plus the costs of gorilla permits, chimpanzee permits and flight portions.
- Within 1 week of the departure date, the cancellation fee is 100%.
- Cancellation before the deposit has been made will not incur any fees.

c. Cancellation of clients joining a group

If one or more clients of a larger private group cancel a trip, they will be charged their part of the shared costs for that group trip, so that the rest of the group will not face any price increase. This amount is in addition to the general cancellation fees (as listed in section 4a above).

5. ALTERATIONS MADE BY CLIENT(S)

The company shall try to accommodate any reasonable changes the client wishes to make to the itinerary. Such requests should be made in writing and shall not be deemed accepted until confirmed in writing by the company. If the client wishes to increase or decrease the number of persons participating in the event, this may be done up to six weeks prior to the date upon which event is due to start without additional charge. All amendments made after that date will incur an administration charge of US\$ 45.00 per person.

The company cannot guarantee that the change to the price will be pro-rata, but will instead depend upon the arrangements the company is able to make with its suppliers.

6. ALTERATIONS MADE BY THE COMPANY

a) Room sharing:

All rooms on tours, unless otherwise specified, are double occupancy. If you are traveling alone, you will be given the option to pay extra for a single room supplement, be matched by the company staff via a roommate survey. If you do not specify which option you prefer, you will automatically be matched at random with another client.

b) Availability of accommodation:

When the requested accommodation is fully booked or otherwise unavailable, the company reserves the right to change the accommodation to an accommodation of the same standard in the same area. This change must be communicated to the client.

7. FARE INCREASES

Fare increases may occur due to any increase in airline tariffs, fuel costs, game reserve fees, or fluctuation of exchange rates. The company reserves the right to modify the fare and add a surcharge. Should any clients refuse to accept and pay such surcharge, the company reserves the right to cancel the tour and retain full payment.

8. PARTY RESPONSIBILITIES

1. CLIENT

Documents: The client acknowledges that it is solely his/her responsibility to ensure that he/she is in possession of the necessary travel documents that may be required in respect of the proposed tour and itinerary as well as all health and other certificates that may be required. The company may help at the request of the client assist in acquiring visas or send the client rightful links for application

Insurance: Travelers are strongly urged to purchase travel insurance for protection against loss, cancellation, medical and other emergencies. Tour participation is “AT RISK”, meaning that YOU are responsible for your own insurance. The company will NOT be held responsible for illness, injury, or death while participating in tour activities.

Special needs: Clients who have special needs for example; any disabilities, health limitations, limitations on meals etc, must specify such needs to the company team at booking so that they are considered and the best options are found for them prior to the event.

Moral Character: The client has an express duty to behave him/herself in a manner that does not risk/jeopardize the safety/success of the event(s). The client should control his drinking, sleep and movements during trips. This will help us make sure you enjoy your tour. **Disrupting the tour and/or negatively affecting the enjoyment of the tour for other guests will not be tolerated.** Guests that engage in such behavior WILL be removed from the tour and will NOT be entitled to a refund or compensation of any kind.

Baggage: Baggage shipping service is available on most tours. Please inquire for availability and restrictions on baggage size requirements. Each person is responsible for carrying and managing their own luggage, and for checking airline regulations. Please be aware that most planes and buses have VERY limited luggage space, and that most participants will want to send any large baggage to the airport ahead of time if they are staying for extra tours/tour extensions.

2. THE COMPANY RESPONSIBILITIES

Participation: It's our responsibility to ensure success of the event(s) by on point preparations inline with, safety, avail proper decent vehicle, meals. Offer all relevant information to clients in relation to the current climate and political environment that may influence the client's decision to travel.

For the benefit of everyone in your tour group, the company reserves the right to accept or reject any person as a tour participant, and to remove from the tour any participant whose conduct or health detracts from the enjoyment of the other participants.

Itineraries content and adjustments: Plan very flexible events that allows the clients to relax and enjoy their stay. Free time is usually available, and shopping stops are planned in a way that allows for guests to separate from the group and explore on their own.

Deviations to the planned itineraries shown in published sources may occur, even though every effort will be made to keep them as they are presented. In case it is necessary to substitute sightseeing, due to unforeseen circumstances, we will do all possible to provide excursions that are most similar to the original schedule, and there will be no refunds for such itinerary changes. In addition, we reserve the right to substitute hotels as necessary and any such change will not result in eligibility for refund.

RESOLUTIONS AND DISPUTES:

In the event legal or equitable action is initiated concerning the company program, the exclusive venue of such action will be solely in the country, country and city of the company principal place of business.

RESPONSIBILITIES AND LIABILITY:

The company is the Tour Operator responsible for arranging and providing all the services and accommodations offered in connection with these tours. The Tour Operator acts on behalf of Independent travel suppliers associated with the tours, such as airlines, hotels, and bus companies. Accordingly, participant(s) agree to seek remedies directly with the suppliers and not to hold the Tour Operator liable for any loss, injury, delay, or expense which results directly or indirectly from any action or omission, whether negligent or otherwise, of any entity providing goods and services for the trip. Participants also agree not to hold the Tour Operator liable for circumstances beyond its control (e.g. force majeure, acts of God, earthquakes, natural disasters, flight and rail delays, etc.). Participant(s) acknowledge that neither the Tour Operator, nor its agents have made any representations or promises with respect to the tours described herein, except as expressly set forth in the Tour Operator's brochure, unless such agreement is in writing and signed by an officer of the Tour Operator. At any time, the Tour Operator may decline, for any reason, any person as a Tour Participant on a trip (or option) where upon the Tour Operator's only obligation shall be to refund to that person the portion of payment assigned to the unused services.