

## Terms and Conditions

### *How to book*

An enquiry becomes a provisional booking upon written request to do so by the agent. In receiving a written confirmation by the agent the below terms and conditions apply (deposit payments for confirmation and the below stated cancellation fees) in accordance and governed by Zambian law.

Once the safari itinerary and details have been agreed upon and the agent has advised that the safari will be proceeding, we will provisionally hold all the relevant bookings and services required (unless 3<sup>rd</sup> party elements, such as external flights or accommodations, have differing terms to ours). Safaris will be held provisionally for up to 10 working days and can be extended upon request of the agent where possible and at the discretion of Jeffery & McKeith Safaris.

Full payment for the safari and all 3<sup>rd</sup> party elements must be received no later than 30 days prior to the safari commencement date. For safaris booked less than 30 days prior to travel, the full cost must be paid immediately. Jeffery & McKeith Safaris will send the relevant invoice for this payment to the agent before the monies are due. Jeffery & McKeith Safaris reserves the right to cancel, without notice, any reservation for which the requires payment has not been received.

### *How to pay*

All payments should be made by SWIFT/WIRE transfer to our USD accounts (unless otherwise stated), details of which are provided on the Proforma Invoice issued for each booking. All payments should be made by TT or direct deposit into our bank account and we do NOT accept credit card payments.

When paying by bank transfer please ensure you the payee covers all the bank charges at both ends of the transaction.

### *Safari pricing*

Whilst Jeffery & McKeith Safaris will do their utmost to keep to the prices agreed upon, safari prices may be subject to alteration without prior notice. Should external increases be forced upon Jeffery & McKeith Safaris by increases in fuel prices, increased in national park entrance fees and levies, exchange rate fluctuations, news taxes or government action then in such cases Jeffery & McKeith Safaris reserves the right to apply a surcharge up to a maximum of 10% of the safari price. If the surcharge should amount to more than 10% of the safari price, the agent may cancel their booking within 10 days of the issue of the surcharge notice and received a refund of the monies paid for the safari.

The cost for a safari is applicable to the services specified in the relevant itinerary for the time of year (season) requested. International flights, internal transfers, gratuities, laundry and beverages, unless otherwise specified, are not included and are at the clients' expense.

Single Supplements apply in the peak season only and are 30% of the accommodation rate.

***Cancellation policy***

The cancellation of a booking must be done so in writing. Cancellations are only effective on receipt of a written notification (including by email), after which the following maximum cancellation charges will apply dependent on the circumstances involved:

Cancellation from time of booking confirmation to 91 days before travel - deposit (20%)

Cancellation from 90 - 61 days 50% of safari price

Cancellation from 60 - 31 days 75% of safari price

Cancellation within 30 days and less - 100% of safari price

No refund shall be made should a guest fail to join a safari, or delay their expected arrival, or leave prior to the completion of the safari. Under normal circumstances all these eventualities should be covered by the guests' personal travel insurance.

***Private Camp Bookings***

Group bookings are at the discretion of Jeffery & McKeith Safaris and negotiated on a case by case basis. Unless otherwise agreed, terms are as follows:

- 180 days before safari start date - trip viability is assessed and a proportion of the unused/unconfirmed rooms are returned to Jeffery & McKeith Safaris. A provisional rooming list is to be supplied for confirmed rooms. After this date Jeffery & McKeith Safaris reserve the right to sell these rooms and the initial private camp booking is no longer private unless the agent/guest is happy to pay the minimum private camp fee (see rates sheet) to secure it for the smaller than anticipated group
- 120 days before safari start date - a further release of a proportion of the remaining unused/unconfirmed rooms back to Jeffery & McKeith Safaris. A decision is made whether to continue with the reservation as a private camp booking.
- 90 days - The final rooming list is to be supplied and all unused rooms are returned to Jeffery & McKeith Safaris who now reserve the right to sell these rooms and the initial private camp booking is no longer private unless the agent/guest is happy to pay the minimum private camp fee (see rates sheet) to secure it for the smaller than anticipated group.

***Travel Insurance***

Up-to-date fully comprehensive travel and trip cancellation insurance is compulsory for all of our guests and safaris and clients may be asked to provide evidence of such cover before their safari begins. It is the responsibility of the client to take out insurance for the entirety of their safari and travel dates. Insurances should cover all possible cancellation charges, medical expenses (including medical repatriation), personal belongings, and money. It is worth noting that if the reason for cancellation falls within the terms of a clients own holiday insurance policy, then any cancellation charges will normally be refunded to the client by the insurance company, subject to the terms of their insurance contracts.

***Age restrictions***

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Children 14 years and older are welcome at all camps and are allowed on all activities. Walking Safaris are not permissible to children younger than 14. Children younger than 14 are welcome at all camps through private camp bookings.

## ***Third Party Payments***

If J&M Safaris are making third party bookings on behalf of agents and TO's then there will be a \$30 handling fee for this service, to cover bank transfers costs, etc. Third party bookings include to other camps and lodges, charter flight companies, etc. Any unforeseen circumstances arising with these third-party suppliers, resulting in alterations or cancellations to bookings and services, shall not be the responsibility of Jeffery & McKeith Safaris from a liability stand-point.

## ***Itinerary changes by the company***

Jeffery & McKeith Safaris reserves the right to change any safari itinerary, in the clients' interest, due to unforeseen circumstances outside the control of the company, such as; road conditions, weather conditions, acts of God, natural disasters, epidemics, industrial action, accidents, civil unrest, government action, or war. Jeffery & McKeith Safaris will try to provide an adequate alternative but can accept no liability for any additional incurred costs related to this.

## ***Itinerary changes requested by the agent***

Should the agent wish to change the itinerary after the booking has been confirmed then we will accommodate any reasonable request, subject to availability. If the change is made within the period where cancellations come into place then the agent will be informed of the cost of the change in writing, and any amendments will be made once this surcharge has been agreed upon in writing by the agent.

## ***Responsibility of Jeffery & McKeith Safaris***

Jeffery & McKeith Safaris is responsible for our own guiding services and equipment, as well as the provision of accommodation as described in the itinerary that has been booked. The company cannot be held responsible for modifications or cancellations caused by exceptional circumstance outside the company's control.

Jeffery & McKeith Safaris does not accept responsibility for death, bodily injury, or illness caused to safari participants, unless resulting from the proven negligence of the company. Neither Jeffery & McKeith Safaris nor any person acting for, through or on behalf of the company, shall be liable for any form of loss or damage to personal possessions arising by any cause.

Jeffery & McKeith Safaris may decide at any time, and without liability, to cancel or terminate any clients booking if this is deemed necessary. It shall be entitled to do so in the event of the illness or the illegal or incompatible behaviors of a client. In such circumstances the client shall not be entitled to any refund.

## ***Responsibility of the client and agent***

All guests of Jeffery & McKeith Safaris are required to sign an indemnity form in camp.

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The agent making any booking will, by confirming such a booking, warrant that he or she has the authority to enter into a contract and make payment on behalf of the safari participants.

The agent making the booking shall by his or her written confirmation of a safari assume liability for the total price of all the bookings made by them.

Any passports, visa, health certificates, travel insurance or other travel documentation required for the holiday must be obtained in advance by the clients (please note that the immigration authorities require visitors to be in possession of a passport which is valid for at least 6 months after their scheduled departure from the country, and that contains at least two clear facing pages for entry visa/stamp). No credit or refund is possible for any unused services included in the safari price in the event of delays caused through lost or inadequate travel documents.

Safari participants should be in reasonable health and they must supply their own medication for any medical conditions they may have. Any special dietary problems, illnesses, physical or mental impairments or phobias must be disclosed in writing when confirming a booking. We are generally able to cater for special requirements, but this may involve a surcharge on the standard price of the safari. It is the client's responsibility to consult a medical doctor for advice on malaria precautions and other possible health risks when visiting Zambia.

Safaris are often conducted in close proximity to wild animals, poisonous flora, or venomous fauna, so it is in the interests of participants to treat these with respect. While all reasonable precautions are taken to ensure safety, the company cannot be held responsible for any injury or accident caused by any flora or fauna.

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## *Delays*

In the event of delays or changes of schedules due to any unforeseen circumstances resulting in total or partial cancellation of a booking or any additional services rendered, Jeffery & McKeith Safaris shall be in no way liable for cancellation fees and costs arising from such changes and delays.

## *Refunds*

Whilst Jeffery & McKeith Safaris will ensure that all anticipated accommodation or excursion is available as planned, there shall be no claim of any nature against the company for a refund either in the whole or part, if the client was unable to use that service.

## *Weather*

Neither Jeffery & McKeith Safaris nor their employees, can be held responsible for any

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adverse weather conditions and therefore no refunds shall be paid for circumstances arising due to incurred weather conditions.

## *Special diets*

Guests requiring special diets are advised to warn us as such well in advance of their safari.

## *Authority on tour*

The decision of the professional safari guide will be final on all matters likely to endanger the safety and well-being of the group, other guests or staff of Jeffery & McKeith Safaris.