



**KUSINI
SAFARIS**

TERMS & CONDITIONS

These are the Terms and Conditions for Kusini Safaris Limited operating safaris in Africa. Booking of a safari with Kusini Safaris Ltd is deemed as acceptance of the following terms and conditions. From here on Kusini Safaris Ltd shall be referred to “the Company” and those who make a booking to accept the terms and conditions shall be referred to as “the Client”.

BOOKINGS

Prices advertised on the Company website and Safaribookings.com are estimates and prices may vary. The Company cannot be held accountable for changes in price to National Park, conservation fees or government levies or taxes; the Client will be liable for such changes, however the Company will endeavour to inform the Client as soon as possible of any such changes which may affect the Client. The Client must immediately inform the Company of any changes to their holiday plan or itinerary (items not booked by the Company such as international flights) which may affect the booking. In order to secure the booking the Client must pay a non-refundable 30% deposit within 10 days of the date of invoice.

PAYMENT

In order to secure the booking the Client must pay a non-refundable 30% deposit within 10 days of the date of invoice. Full payment must be received no later than 60 days prior to travelling. If the booking is being made within 60 days of travelling payment must be made in full. All bank or wire transfer charges are the responsibility of the Client. Credit card payments will be subject to a surcharge.

COVID-19 POLICY

In the event of a Covid-19 outbreak and resulting travel restrictions The Company can reschedule a safari up to 12 months in advance free of charge. Travel restrictions must be Covid-19 related and the The Company reserves the right to see evidence of these in writing. The Client must inform The Company as soon as a travel restriction is likely to affect the booking. Rescheduling is free of charge up to 30 days before travel, within 30 days may incur a charge. The Company will endeavour to effect the same itinerary where possible. The Company cannot guarantee against prices but will endeavour to keep them the same. The Client is liable for any price changes including changes of season. Cancellations are subject to the normal cancellation schedule. No refunds can be offered. The Company is not responsible for repatriation should an outbreak occur during a safari but will endeavour to assist.

RISKS

The Company including its owners, directors and all employees are not responsible for any illness, malady, injury or death to persons whilst on a trip with The Company. The Company holds no responsibility for any loss or damage to personal property regardless of the cause. The Client is solely responsible for their personal property. The Company draws attention to the fact that there are risks involved in partaking in a trip with the Company and that you, the Client, must accept them at your own risk. The Company holds no responsibility for risks arising from circumstances which are out of the control of the Company including (but not limited to): environmental pollutants, radioactive

contamination, nuclear waste, the combustion of nuclear fuel, or toxic, explosive or other hazardous properties of any nuclear component of the same or war, acts of God, flood, fire or accident, explosion, war or threat of war, sabotage, invasion, insurrection, coup d'état, civil disturbance or requisition, government intervention, sickness, quarantine, pandemic, climatic conditions or other unseemly incidences. It is the sole responsibility of the Client to take all appropriate medical advice prior to departure as to whether or not you are fit enough to partake in the trip booked.

THIRD PARTIES

In the event of cancellation by a third party organised by the Company, the Company will endeavour to procure a refund from the third party however the Company will not be liable to provide any refund unless given by the third party. The 30% non-refundable deposit paid at booking remains non-refundable under circumstance of third party cancellation. In the event of cancellation by a third party the Company has a responsibility to suggest a similar alternative however the Client is liable for any addition to price incurred by the alternative. In the event of missed connections through the fault of the Client or a third party, the Company will not offer refunds however the Company will endeavour to make alternative arrangements. The Company holds no responsibility in any way whatsoever for any activities organised by third parties.

FORCE MAJEURE

The Company cannot be held accountable for any unforeseen circumstances not under the control of the Company including (but not limited to): environmental pollutants, radioactive contamination, nuclear waste, the combustion of nuclear fuel, or toxic, explosive or other hazardous properties of any nuclear component of the same or war, acts of God, flood, fire or accident, explosion, war or threat of war, sabotage, invasion, insurrection, coup d'état, civil disturbance or requisition, government intervention, sickness, quarantine, pandemic, climatic conditions or other unseemly incidences. If the Company is subject to force majeure, it will notify the client of the nature and extent thereof. If the Company is affected by force majeure it will be entitled to, at its absolute discretion, adjust or cancel any reservations or arrangement in relation to the visit. Under these circumstances the company is under no obligation to offer a refund however the Company will endeavour to offer a refund to the Client where possible however the Company is entitled to deduct from any refund the reasonable and actual and potential costs to the Company of the force majeure. If, in the circumstance of force majeure, the Company deems the itinerary, holiday or service to be able to safely proceed then no refund will be payable.

CANCELLATIONS, AMENDMENTS AND REFUNDS

Cancellations must be made in writing by the Client and will only be effective when received by the Company. Cancellation charges are as per the invoiced rate. Charges are based on the time of cancellation in days prior to the booked travel date and will be applied as follows: Over 60 days: 30%. 60 days or less: 100%. Refunds will not be given for any of the following: Lost travel time or substitution of facilities. Amendments made to the itinerary after departure. Circumstances arising beyond the Company's control necessitating alternative arrangements to be made to ensure the safety and/or further participation and enjoyment of your programme. No shows or premature exit of the client to/from any pre-arranged accommodation, service, activity or trip segment without notifying the Company well in advance. The Company, where possible and subject to availability, will endeavour to accommodate any request to change or amend a booking once confirmed.

ATOL

All the flights and flight-inclusive holidays on this website are financially protected by the ATOL scheme. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. Please see our booking conditions for further information or for more information about financial protection and the ATOL Certificate go to: www.atol.org.uk/ATOLcertificate (UK customers).

TRAVEL VAULT INSURANCE

Kusini Safaris Ltd is a company committed to customer satisfaction and consumer financial protection. We are therefore pleased to announce that, at no extra cost to you, and in accordance with "The Package Travel and Linked Travel Arrangements Regulations 2018" all passengers booking with Kusini Safaris Ltd are fully insured for the initial deposit, and subsequently the balance of monies paid as detailed in your booking confirmation form. The policy will also include repatriation if required, arising from the cancellation or curtailment of your travel arrangements due to the insolvency of Kusini Safaris Ltd. This insurance has been arranged by The Travel Vault in conjunction with Towergate Travel through Zurich Insurance PLC.

INSURANCE

In order to partake in a trip with the Company it is mandatory to have the correct comprehensive travel and medical insurance which covers you and your travelling companions or dependents for the entire trip booked including all activities therein. The Company reserves the right to cancel the entire trip or sections thereof if sufficient insurance is not arranged. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the trip, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. The Company holds no responsibility for any costs incurred due to losses suffered by the Client, or the Client's dependents or travelling companions. In the event of an emergency, the Client may find themselves unable to access emergency services if they are not carrying the relevant insurance coverage. The Client will be charged directly by the relevant service providers for any emergency services required. The Company holds no responsibility whatsoever for any additional costs incurred through the use of emergency services.

MEDICAL AND HEALTH

It is the Client's responsibility to consult the relevant medical professionals prior to travel to ensure they are in sufficient health to partake in the booked trip. Participation requires that you be in generally good health. Though not high, the Client must understand that a certain level of physical activity is involved in an African safari and the Client should be sufficiently prepared for this. It is required that the Company is made aware by the Client of any medical conditions or dietary restrictions well before departure, preferably at the time of booking. The Company recommends that the Client visits a medical professional prior to travel to ensure all relevant vaccinations are received. All participants in a trip should take Malaria prophylactics and ensure the correct amounts of any other required medications are brought on the trip, and these are the sole responsibility of the client.

WILD ANIMALS

The Company would like to draw attention to the fact that our safaris may take you into close contact with potentially dangerous wild animals. Animal attacks are extremely rare, but the Company can make no guarantee that this will not occur. The Client should take advice from the tour leader and listen to all instructions. The Company reserves the right to remove or amend certain parts of the trip involving wild animals should it be deemed that the Client may be a danger to themselves in these situations. The Company will not be responsible for any injury or incident occurring whilst on safari. The Company wishes to draw attention to the fact that many safari lodges and camps do not have fences and wildlife may move freely through these areas. The rules and restrictions of specific camps or camp staff must always be followed.

BROCHURES, WEBSITE AND INFORMATION

Any information on brochures, magazines, the Company website, safaribookings.com or any other publications should be taken as guidelines and will be correct at the time of publication. This information is subject to change.

ROADS AND ACCESS

The Company cannot be held responsible for the conditions of roads and airstrips, which may at times limit access to camps and certain areas within National Parks. Similarly the Company cannot be held responsible for the condition of roads which may be utilised on transfers or journeys throughout the trip.

DISPUTES

Any complaint or dispute you may have whilst travelling must be immediately brought to the attention of a representative of the Company, who will do their best to resolve the situation. Any outstanding dispute will be settled by the jurisdiction of the Courts of the United Kingdom.

CONSENT

Payment of the deposit for a reservation constitutes consent to all terms and conditions and provisions of these conditions. These terms may not be amended unless amended in writing and signed by an authorised individual of the Company.

Kusini Safaris Ltd 2020