

AfricanSafariCollective

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Direct Guest Terms and Conditions

May 2024

African Safari Collective reserves the right to amend and update these terms and conditions with immediate effect, without notice. These terms and conditions supersede any previous terms and conditions.

BOOKING AND PAYMENT PROCESS

Your booking must be received in writing via e-mail.

Our booking team will send you a written confirmation.

FIT

Booking Confirmation	Confirmation on receipt of non-refundable deposit
Deposit	20% on confirmation of booking
Balance of Payment	balance 45 days prior to arrival.
Hold of Bookings	24 hrs (dependent on arrival date)

Groups (3 or More Rooms)

Booking Confirmation	Confirmation on receipt of non-refundable deposit
Deposit	20% on confirmation of booking
Balance of Payment	Balance 90 days prior to arrival.
Hold of Bookings	24 hrs (dependent on arrival date)

The property reserves the right to request deposits or full payment in advance in the case of certain groups, long stays, or high occupancy

CANCELLATION FEES

	Groups = 3 or more rooms	FIT
20% of the total accommodation charge	From confirmation to 46 days prior	
50% of the total accommodation charge	31 - 45 days prior	31 - 45 days prior
80% of the total accommodation charge	15 - 30 days prior	15 - 30 days prior
90% of the total accommodation charge	1 - 14 days prior	1 - 14 days prior

All bank deposits are to be received free of any bank charges or commissions directly into our bank account. No credit card transactions will be accepted from 3rd party service providers.

Errors and omissions excepted.

We reserve the right to change our product's prices at any time.

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VAT & LEVIES

Rates include VAT.

Rates exclude park entry fees and levies where applicable.

TRAVEL & CANCELLATION INSURANCE

The guests are responsible for ensuring that they have full comprehensive travel, medical, vehicle, and cancellation insurance.

The guests must ensure that their insurance covers any cancellation fees that may arise.

African Safari Collective will not accept responsibility for any losses incurred. See below

THIRD-PARTY SERVICE PROVIDERS

African Safari Collective (ASC) and/or its related parties conclude agreements with service providers for the provision of services to ASC's guests. These services are rendered in the service provider's own name and not as an agent of ACS. The Counterparty shall not have any right, remedy, or claim of any nature whatsoever against ASC's related or inter-related persons, employees, agents or contractors (in whose favor this constitutes a stipulation alter, the benefits of which shall be deemed to have been accepted on the date that these Terms and Conditions are published), and the Counterparty indemnifies the aforesaid persons and holds them harmless against all or any claims, losses, damages (whether general, special or consequential), expenses or injuries, whether actual or contingent, which may be suffered by any person or entity, directly or indirectly, in connection with or arising from the provision of services by any third party service providers to the Counterparty, howsoever arising (save for any losses, damages, expenses or injuries which arises as a result of the gross negligence or willful misconduct of ASC), irrespective of whether: any such losses, damages, expenses or injuries can be legally imputed to ASC in any manner, whether jointly with or separately from any third-party service provider; or a claim is independently found against ASC.

DEFINITIONS

In these general terms and conditions:

"Agreement" means a written agreement concluded between African Safari Collective (hereinafter referred to as ASC) to which these Terms and Conditions are attached and form an integral part.

"Counterparty" shall mean either:

- a direct guest who has made a booking with ASC and who has received a copy of these Terms and Conditions attached to their invoice; or
- the counterparty to an Agreement and including any travel partners and/or guests of such counterparty.

"Terms and Conditions" means this document contains the ASC general terms and conditions, including the rates, applicable to the Counterparty from time to time. Your attention is specifically drawn to the obligations as contemplated in these General Terms and Conditions as well as to our cancellation policy contained herein. The Counterparty must familiarize itself with the policy. These Terms and Conditions are also available on our website for inspection. Rates quoted are subject to change and African Safari Collective reserves the right to adjust these throughout the contracting period for new bookings.

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The aforesaid cancellation fees and the proportions thereof have been calculated with reference to African Safari Collectives diminished ability to re-sell reservations during the relevant time periods and accounting for the costs incurred by African Safari Collective in order to fulfil its obligations in terms of reservations made by Counterparties, which costs include, but are not limited to: (i) operational costs, including staff and office costs; (ii) costs incurred in respect of credit card commissions to receive various payments; and (iii) food, wine and beverages purchases in anticipation of the arrival of guests. A Counterparty, who is a direct guest, is required to take out comprehensive travel insurance within 21 days of confirming their booking, to cover, inter alia, the cancellation or curtailment of their trip. A Counterparty who is a travel partner is required to comply with clause 2.1 of the Agreement, which includes a duty to inform its travel partners and/or guests to take out comprehensive travel insurance. In each instance, the travel insurance taken out by a Counterparty must cover all Force Majeure Events and other events beyond African Safari Collective's control that may result in the cancellation of travel, in respect of which the cancellation policy contained in these Terms and Conditions shall apply. Under no circumstances shall African Safari Collective be liable as a result of any failure by the Counterparty to take out comprehensive travel insurance and, in circumstances where the Counterparty is a travel partner, as a result of the Counterparty failing to inform its travel partners and/or guests to take out comprehensive travel insurance as aforesaid. For the purposes of these Terms and Conditions and/or any Agreement concluded with a Counterparty, "Force Majeure Events" mean any event or act of God which is beyond a party's reasonable control, which it could not reasonably have foreseen, or which was foreseen and which, having arisen, that party could not avoid or overcome by taking all reasonable steps to do so and which event renders it impossible for a party to perform its obligations in terms of these Terms and Conditions and/or any Agreement concluded with a Counterparty, in part or at all, including but not limited to, acts or omissions of any government, government agency, provincial or local authority or similar authority, any laws or regulations having the force of law, civil strife, riots, insurrection, sabotage, acts of war or public enemy, legal and illegal strikes, interruption of transport, lockouts, acts of God, plague, epidemics, pandemics, official declared state of emergency or national disaster, embargoes, sanctions, fire, flood, storms, tempest or earthquake. The Counterparty indemnifies African Safari Collective and holds it harmless against all or any claims, loss, liability, damage and/or costs which may arise out of any failure by the Counterparty to obtain comprehensive travel insurance as stated above, including but not limited to any loss.

2022 & 2023 - ASC RATES - All Lodges Rack –

(Revision Record: 1/1/2019 | 1/3/2020 | 1/8/2022 | 1/9/2022 | 1/5/2024)