

## BOOKING TERMS & CONDITIONS

Current rates for each particular programme will be confirmed to the Agent in writing by a Cheli & Peacock Safaris Tour Consultant. All rates quoted by Cheli & Peacock Safaris are inclusive of current statutory taxes but are subject to change in case of any tax fluctuation, levy increase (such as fuel surcharge) or other charges imposed by the governments of East Africa, airlines or other suppliers.

Prices are quoted and charged in United States Dollars (USD) unless otherwise stated. All rates are nett unless otherwise requested. Inclusions and exclusions for specific programmes will be clearly stated on the proposal sent to you by your Cheli & Peacock Safaris Tour Consultant. Any item not specifically mentioned in the inclusions should be assumed not to be included.

### A. FINAL CONFIRMATION ADVICE

Every booking, whether a private itinerary or a group series, shall be requested in writing to Cheli & Peacock Safaris, who will duly confirm the same in writing, subject to availability. Until such time as written confirmation is received by Cheli & Peacock Safaris, the booking in question is not confirmed.

### B. PAYMENT TERMS

Cheli & Peacock Safaris payment terms and conditions are dictated by those terms and conditions imposed by our suppliers. Terms vary considerably from supplier to supplier and your Cheli & Peacock Safaris Tour Consultant will confirm exact details for each booking. However, our general payment terms, unless otherwise stated, are:

- A deposit of 20% of the total cost of the safari is required at the time of booking. This is refundable up to 120 days before travel, nett of bank charges.
- The remaining balance is due 45 days prior to travel (The Cancellation Policy applies, see section C).
- For bookings made within 60 days of travel the total booking cost is payable at confirmation.
- All payments should be made to Cheli & Peacock Safaris and failure to pay by given deadlines may result in cancellation of all agreed services.
- In case of any dispute, only the disputed amount should be withheld and all other monies owed to Cheli & Peacock Safaris should be paid as normal.

### C. CANCELLATION POLICY

Cancellations are only effective on receipt of written notification via email. The date of cancellation will be taken to be the date that written notification is received by Cheli & Peacock Safaris. The Cancellation Policy varies from supplier to supplier and your Cheli & Peacock Safaris Tour Consultant will confirm exact details for each booking. However, our general cancellation terms, unless otherwise stated, are as follows:

- Cancellations received between 119 and 61 days before the safari date, will incur a 20% charge (that is, the deposit will be forfeited).
- Cancellations received between 60 and 31 days before the safari date, will incur a 50% charge of the total cost.
- Cancellations received 30 days before the safari date will incur a 'No Show' charge of 100% of the total cost.

Please note that Clients are required to take out travel insurance upon confirmation of the safari, in order for cancellations to be claimed in legitimate circumstances. Once a safari quotation has been confirmed in writing via email by the Tour Operator, the Company will take this as confirmation of services and costs; any cancellation fees will be charged on the last confirmed quotation, even if no invoice has been issued.

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## D. REFUNDS

The company will endeavour to ensure that all anticipated accommodation and excursions are available as planned, and to provide alternative arrangements in the unlikely event that anticipated plans are unavailable. There shall be no claim of any nature whatsoever against the Company for a refund either in whole or part, if any accommodation or excursion is unavailable or the Client was unable to use this service.

## E. INSURANCE

Each Client is required to take out comprehensive travel insurance cover upon confirmation of arrangements. Travel insurance should cover: medical expenses, personal baggage and money loss, and travel curtailment. Clients will not be accepted on a tour without full medical and evacuation insurance. All Clients will be registered as members of the AMREF Flying Doctors; these membership fees shall be incorporated in the safari cost. If Clients choose not to take travel insurance including and covering travel curtailment, they should sign a disclaimer, copy to be sent to Cheli & Peacock Safaris (note, medical insurance remains compulsory).

## F. PASSPORTS AND VISAS

The onus is upon the Client to ensure that passports, visas and vaccinations are valid for the countries to be visited. The Company, its staff and agents cannot be held liable for any visas etc. not held by the Clients.

## G. BRANDING

The Company is your partner in Kenya and Tanzania (note, services in Rwanda and Uganda will be subcontracted to a local Destination Management Company). Our Company has partnered with the most reliable, efficient, and socially responsible safari operators in East Africa. Please ensure that your Clients understand this partnership, so that there is no confusion when Cheli & Peacock Safaris staff and vehicles arrive to undertake the services we have contracted for that Client. However, we too are proud of our association with you, and in order to assist with continuity of brand recognition, we can offer co-branding solutions for in-country collateral.

## H. PHOTOGRAPHY

The company reserves the right, without further notice, to make use of any photography or film taken on safari by our staff for general marketing purposes without payment or permission.

## I. CHANGES TO SCHEDULES

Although every effort is made to adhere to schedules it should be borne in mind that the Company reserves the right, and in fact is obliged, to occasionally change routes and camps on safaris as dictated by changing conditions. Such conditions may be brought about by seasonal rainfall on bush tracks, airfields and in game areas, by game migrations from one region to another, or reservation problems, etc.

## J. AIRLINE CLAUSE

Please note that the company subcontracts the flying services to independent operators and they are responsible for the flying and also for carrying appropriate insurance cover within the convention limitations mentioned on your ticket. Cheli & Peacock Safaris checks suppliers' compliance however cannot be held liable. We cannot be held liable for any delays due to airlines not running to published schedules. All scheduled airline flights are occasionally subject to overbooking or cancellation. If this occurs, Cheli & Peacock Safaris, and/or its correspondent companies will do all in their power to assist Clients in boarding flights or finding alternative arrangements. It must be stressed that this is done as a courtesy to Clients and Cheli & Peacock Safaris cannot be held responsible for denied boarding, nor for the additional cost thus incurred.

## K. GUIDE SUBSTITUTION

If a specified guide is unable to accompany a safari, or part of a safari due to illness or other reasons, the Company reserves the right to substitute with another guide.

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## L. ACTIVITIES

At several destinations throughout the tour, optional activities operated by other independent suppliers who are not affiliated with Cheli & Peacock Safaris in any way, will be available. A selection of these activities carry with them inherent risks, including attacks by wild animals, which can cause serious personal injury. These activities include, but are not necessarily limited to:

- walking safaris;
- horseback safaris; camel safaris;
- hot air balloon trips; and
- boat rides.

Although precautions are taken by the suppliers to guard against such dangers, guests safety cannot be guaranteed. Should guests elect to participate in such activities they are, of course, free to do so. However, guests need to understand that such participation will be at their own risk and that Cheli & Peacock Safaris can assume no responsibility for their safety.

## M. THE TOUR OPERATOR UNDERTAKES THAT THE FOLLOWING RELEASES AND INDEMNITIES HAVE BEEN UNDERTAKEN IN WRITING BY THE CLIENT AT THE TIME OF CONTRACT/SAFARI CONFIRMATION

Each Client is required to take out comprehensive travel insurance cover upon confirmation of arrangements. Travel insurance should cover: medical expenses, personal baggage and money loss, and travel curtailment. Clients will not be accepted on a tour without full medical and evacuation insurance. All Clients will be registered as members of the AMREF Flying Doctors; these membership fees shall be incorporated in the safari cost. If Clients choose not to take travel insurance including and covering travel curtailment, they should sign a disclaimer, copy to be sent to Cheli & Peacock Safaris (note, medical insurance remains compulsory).

### **Fitness to participate**

The Client shall acknowledge that a safari can sometimes be physically demanding and it is her/his responsibility to ensure that she/he is sufficiently fit and able to embark on the tour.

### **Authority of the Safari Leader**

Clients will accept the authority and decisions of the safari leader and/or camp manager appointed by the Company. Furthermore, the Client acknowledges that the Company may cancel or terminate the Client's booking and safari arrangements in the event of illness or the illegal or incompatible behaviour of the Client, who shall in such circumstances not be entitled to any refund.

### **Risks of African Travel**

The Client will sign an express waiver that they undertake an African safari which may take them into isolated regions and into close proximity with wild and unpredictable animals, of their own volition and release the Company, and their subcontractors, agents or employees from any liability beyond the statutory requirements of the law in which the tour takes place, for all claims and actions that may accrue from their participation. Clients will be required to sign a Conditions & Waiver form to similar effect by the Company at the time of their safari departure.

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## Liability

1. The Company is insured, as required by both Kenyan and Tanzanian law and with limited liability (details of which are available upon request), against claims arising from injuries sustained by passengers in its vehicles or in the vehicles and camps of third parties. The Company also takes out insurance with African Medical Research Foundation (AMREF) to cover some of the costs of emergency medical evacuation to Nairobi. Liability in all cases is governed by the laws of the country in which the tour operates in only, and all claims are subject to the jurisdiction of the courts of that country.
2. The Company may employ subcontractors to undertake some or all of the components of the Safari and the provisions of clause (1) above shall apply equally to such sub-contractors and their services. All travel arrangements and other services provided by any subcontractor are also subject to the booking and other conditions relating to the provision of arrangements and services by such sub-contractor.
3. While every reasonable precaution is taken to ensure the safety of Clients and their property, neither the Company nor any of its employees, agents and independent subcontractors are liable beyond the statutory requirements of the law of the country in which that tour operated in for any such personal injury to Clients or loss of or damage to their property, caused while on Safari with the Company; nor can the Company be held liable for any loss or damage arising through errors or omissions contained in brochures or other publicity material, or for loss caused to Clients through late bookings, cancellations, delays, sickness, death, failure to take health precautions and comply with immigration requirements.
4. Cheli & Peacock Safaris shall not be responsible for any loss, damage, delay or failure in performance under this Agreement resulting from act of God, civil commotion, arrest or restraint by rulers and people, bad weather, closure of ports, quarantine and epidemics or any other event whatsoever arising after signing this Agreement that cannot be avoided or guarded against by the exercise of due diligence
5. Any cancellations arising from reasons of "force majeure", war , conflicts will be subjected to the cancellation terms outlined in section C.

With effect from 1st August 2018