



## TERMS AND CONDITIONS - Client

Eyes on Africa is a trading name of Eyes on Africa Adventure Safaris, Ltd., a corporation registered in The Republic of Kenya, Tanzania, Rwanda & Uganda.

### Booking Conditions and Payment:

A booking is considered confirmed upon receipt of 30% non-refundable deposit on Eyes On Africa / Travel Globe Limited bank account. Only the amount actually arrived on our bank account shall be considered as paid (all money transfer costs are to be paid by the client). The remaining balance is due 30 days prior to your departure date. If the reservation is made within 45 days of departure the whole amount must be paid at the time of confirmation. Accepted methods of payment include: 1) Money transfer (ITT) following Bank details specified on the Invoice; 2) Credit Card payment with 5% surcharge. No refund is made in case of shortening of the scheduled tour after official departure. In case of extension of the tour after official departure, the payment of additional days is settled in Eyes On Africa office upon client's arrival to East Africa.

### Prices:

In case that prices of accommodation, park fees, fuel etc. increase for more than 5%, Eyes On Africa reserves the right to adjust its rates. All prices are subject to change without notice until your booking is confirmed.

### Cancellation and refund policy:

Cancellation of a confirmed reservation must be notified to Eyes On Africa in writing. If not agreed otherwise, the following scale of cancellation charges will be applicable, depending on the day prior to departure of the tour when the cancellation notice is received (deposit is non-refundable):

| Services   | Cancellation charges  |
|--|---|
| <b>Standard safari</b><br>Inclusive of <b>COMFORT</b><br>accommodation places<br>within your itinerary                       | 45 days and above – 30% of the tour price (deposit)<br>44-15 days – 50% of the tour price<br>14-8 days – 75% of the tour price<br>7-0 days/no show – 100% of the tour price   |
| <b>UP-grade safari</b><br>inclusive of <b>SUPERIOR</b><br>and <b>LUXURY</b><br>accommodation places<br>within your itinerary | 60 days and above – 30% of the tour price (deposit)<br>59-30 days – 50% of the tour price<br>29-15 days – 75% of the tour price<br>14-0 days/no show – 100% of the tour price |

Should you fail to join a tour or join it after departure or leave it prior to its completion, no tour fare refund will be made. Some air fare may be non-refundable. There will be no refunds from Eyes on Africa for any unused portions of the tour. The above policy applies to all travel arrangements made via Eyes on Africa Adventure Safaris.

### Revised cancellation and refund policy (EBOLA):

Understandably, media reports about Ebola have frightened many travellers. Even though there is no quantifiable risk of contracting Ebola on a visit to East Africa, we fully understand that people are nervous about travelling and concerned about any possible spread of the disease.

We highly advise that all guests purchase Travel Insurance, although standard policies may not cover an Ebola outbreak and a 'Cancel for any reason' policy is recommended for all new prospects.

We want to give our guests as much flexibility as possible, we have revised our policy on cancellations and postponements during this speculative period of Ebola, as follows:



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If tour cancelled 30 days or less prior to scheduled arrival:

- **Cancellation due to concerns with no declared \*outbreak of Ebola:** We encourage clients to postpone their travel and will carry their deposit forward to a future booking within two years of original travel date (there may be a small charge for rebooking the dates of internal flights and if accommodation rates have changed, the new rates will apply). Should client however elect to cancel all travel, our Standard Cancellation Terms will apply.
- **Cancellation due to an \*outbreak as defined by WHO with an associated travel advisory against non-essential travel to Kenya, Tanzania or Rwanda issued:** All cancellation fees will be waived for all current and new bookings. As an alternative to cancellation, we encourage clients to postpone their safari to travel within two years of original travel date.

**Note regarding Travel Insurance:** Where clients have purchased applicable travel insurance, we request that they first make a claim and upon proof of reimbursement, Eyes On Africa will provide a refund for the difference.

### **Late Booking:**

All reservations of hotels and lodges are made only after receiving your advance payment. In case of late bookings it may possibly happen that by the time a down payment is received, one or more hotels or lodges may be fully booked. We will try to reserve similar substitutes should circumstances necessitate so, however if not possible, the price of the tour will be adjusted accordingly.

### **Insurance:**

It is a condition of booking that the sole responsibility lies with the guest to ensure that they carry the correct comprehensive travel and medical insurance to cover themselves, as well as any dependants and traveling companions for the duration of their tour to Africa. This insurance should include coverage in respect of, but not limited to, the following eventualities: cancellation or curtailment of the safari, emergency evacuation expenses, medical expenses, repatriation expenses, damage, theft or loss of personal baggage, money and goods. Eyes on Africa will take no responsibility for any costs for losses incurred or suffered by the guest, or guest's dependants or traveling companions, with regards to, but not limited to, any of the above mentioned eventualities. Guests will be charged directly by the relevant service providers for any emergency services they may require, and may find themselves in a position unable to access such services should they not be carrying the relevant insurance coverage.

### **Medical Information / Liability release:**

Participation on a safari or tour to East Africa requires that you be in generally good health. All guests must understand that while a high level of fitness is not required, a measure of physical activity is involved in all African safaris and tours. It is essential that persons with any medical problems and/or related dietary restrictions make them known to us well before departure. Anti-malaria precautions should be taken, and these are the sole responsibility of the client. Any required inoculations must be recorded by the client's health practitioner on a valid vaccination certificate which the client must carry in his/her possession throughout the tour. Eyes on Africa will not assume responsibility for the accuracy of any medical information. You should consult your doctor or pharmacist for up to date requirements and personal recommendations.

### **Risks:**

Eyes On Africa Adventure Safaris Ltd. draws your attention to the fact that there are certain inherent dangers involved with adventure travel and the client accepts them at his/her own risk.

### **Airfares and Delays:**

Airfares are subject to change without notice prior to ticketing. Eyes on Africa is not responsible for any airline schedule or airfare changes, cancellations, overbooking or damage or loss of baggage and property to the extent that such items are beyond its control. Any and all claims for any loss or injury suffered on any airline must be made directly with the airline involved and not Eyes On Africa. Air schedule changes may necessitate additional nights being added to your tour. Provided these schedule changes are beyond the control of Eyes On Africa, any



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resulting additional costs must be borne by the guest. Eyes On Africa cannot be held liable for any delays or additional costs incurred as a result of airlines not running to schedule.

## **Re-routing or Amendment of Tours:**

Eyes On Africa reserve the right to re-route the itinerary or amend the arrangements of any tour in case of unexpected adverse circumstances beyond our control. It is essential to understand that in Africa local conditions are not always predictable; occurrences as border closure, poor road conditions etc. can cause delays, disturbances and modifications of the initial itinerary. We shall make every effort to minimize inconveniences but cannot accept responsibility for matters which are clearly beyond our control.

## **Tour Cancellation:**

Eyes On Africa shall not be held responsible for occurrences that are beyond its control, such as strikes, wars, acts of God, acts of government or any other cause whatsoever, beyond its control, that may make operation of the tour impossible, illegal or inadvisable. All tour payments received will be promptly refunded, and this refund will be the limit of Eyes On Africa's liability. Eyes On Africa is not responsible for any expenses incurred by tour members in preparing for the tour, including non-refundable or penalty-carrying airline tickets, special clothing, visa or passport fees, or other tour-related expenses.

## **Guide replacement:**

If a private guide is unable to lead a pre-scheduled safari due to illness, etc., Eyes On Africa and its operators in Africa reserve the right to substitute with another guide.

## **Luggage:**

Due to the limited space in safari vehicles, luggage should be limited to one normal size suitcase or backpack per person. On trekking trips the weight limit is one bag (rucksack or duffel/sausage bag) of 15kg; if the baggage weight exceeds 15kg, the cost of additional porter is paid by the client. In case of a "flying safari" where smaller aircrafts are commonly used the luggage is restricted to a maximum of 12 kg per person in a soft bag. This includes camera equipment and carry-on baggage. Should guests arrive with excess baggage without prior warning, their baggage could be delayed, as we may then have to fly the baggage into camps at a later stage at considerable extra cost to the guest. However, should the guests know in advance that their baggage will exceed the limit, we can usually make arrangements to book an extra seat for the bags on the aircraft, at an additional cost.

## **Wild animals:**

Please be aware that our safaris may take you into close contact with wild animals. Attacks by wild animals are rare, but no safari into the African wilderness can guarantee that this will not occur. Eyes On Africa cannot be held responsible for any injury or incident on the safari. Please note that the majority of the safari camps are not fenced and that wildlife do move freely in and around the camps. Always follow the safety instructions from the camp's staff with regards to moving to and from your tent and while on game activities throughout your safari.

## **Passports & Visas:**

The onus is upon the guest to ensure that passports and visas are valid for the countries they plan to visit. Eyes On Africa cannot be held liable for any visas and/or passports, which are invalid or not held by the guests, nor for the cost of any passports or visas. Please check with us for up-to-date passport requirements for the countries you are visiting.

## **Guest representation and consent:**

The person making any booking with Eyes On Africa, warrants that he or she has authority to enter into a contract on behalf of all other persons included in such a booking and in the event of the failure of any or all of the other persons so included to make payment, the person making the booking shall by his/her signature thereof assume personal liability for the total price of all bookings made by him/her.

The payment of the deposit or any other partial payment for a reservation on a tour constitutes consent by all guests covered by that payment to all provisions of the Terms and Conditions contained herein whether the guest



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has signed the booking form or not. The terms, under which you agree to take these tours, cannot be changed or amended except in writing signed by an authorized representative of Eyes on Africa.

### **Limitations of Liability:**

This section defines Eyes On Africa’s responsibility with respect to all of our safaris and tours booked for our guests, including extensions and independent arrangements. Please read it carefully.

Eyes On Africa Adventure Safaris Ltd., its owners, and employees give notice that they act only as the agent for the owners, contractors, and suppliers providing means of transportation and/or all other related travel services and that they assume no responsibility, howsoever caused, excepting its own negligence or wilful misconduct, for injury, death, loss, or damage to person or property, delay or change in air or other services, howsoever caused, irregularity, inconvenience or additional expenses in connection with any service resulting directly or indirectly from: defect of any vehicle, act of God, act of war, insurrection, revolt, terrorism, government restrictions and regulations, or other civil uprisings or disturbances, military action, quarantines, strikes, weather, sickness, wars, detention, annoyance, delays, thefts, pilferage, force majeure, wild animals, failure of any means of conveyance to arrive or depart as scheduled, travel advisories, discrepancies or changes in transit, hotel and other services over which it has no control, occurring in either the country of origin, destination or through passage, or through the acts or default of any third party company or persons engaged in conveying the passengers or in carrying out the arrangements of the tour, except for such losses caused by the negligence or wilful misconduct of Eyes On Africa. Eyes On Africa may not be held responsible for any loss or damage to luggage, before, during, or after the tour program.

Upon advancement of deposit to Eyes On Africa, the depositor acknowledges that he/she has read and understands the above recited terms and conditions, and agrees to be bound by them.

On advancement of tour deposit to Eyes on Africa, the depositor therefore agrees to be bound by the above recited terms and conditions. Eyes on Africa reserves the right to accept or decline any individual from participating on any of our tour programs for any reason. Eyes on Africa will not discriminate against any individual because of race, religion, sex, sexual preference or nationality.

### **Signature page for Terms & Conditions-Client:**

I, \_\_\_\_\_ HAVE FULL INFORMED MYSELF OF THE CONTENTS OF EYES ON AFRICA ADVENTURE SAFARIS LTD. TERMS AND CONDITIONS BY READING IT BEFORE I SIGNED IT ON BEHALF OF MYSELF AND MY HEIRS.

\_\_\_\_\_  
Participant Name, Surname & Signature

\_\_\_\_\_  
Date (Day/Month/Year)

\_\_\_\_\_  
Name, Surname & Signature of Parent  
or Guardian (where applicable)

\_\_\_\_\_  
Date (Day/Month/Year)

After signing, make a scan of this page only for delivery together with payment confirmation.  
Please deliver scanned copy to our e-mail: [info@eyesonafricasafaris.com](mailto:info@eyesonafricasafaris.com)

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