

Current Terms and Conditions

1 August 2022

African Safari Collective reserve 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 PROCESS

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

Our booking team will send you a confirmation in writing.

We will hold your booking provisionally for 14 days, thereafter below conditions apply.

BOOKING CONFIRMATION

Confirmation on payment of non-refundable deposit of 20%

Payment balance 45 days prior to arrival.

Trade - No Deposit required - Full payment 45 days prior to arrival.

African Safari Collective reserves the right to request deposits or full payment in advance in the case of groups, long stays or high occupancy.

CANCELLATION FEES

20%	From confirmation to 46 days prior
50%	31 - 45 days prior
80%	8 - 30 days prior
100%	1 - 7 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.

VAT & LEVIES

Rates include VAT.

Rates exclude park entry fees and levies where applicable.

TRAVEL & CANCELLATION INSURANCE

It is the guests sole responsibility to ensure that they have full comprehensive travel, medical, vehicle and cancellation insurance.

It is the guests responsibility to ensure that their insurance covers any cancellation fees that may arise.

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

DEFINITIONS

In these general terms and conditions:

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

"Counterparty" shall mean either:

(i) 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

(ii) the counterparty to an Agreement and including any travel partners and/or guests of such counterparty.

"Terms and Conditions" means this document containing 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.

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.

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 ASC. 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 favour this constitutes a stipulatio alteri, 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 wilful misconduct of ASC), irrespective of whether: o 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.