

AFRICA'S EDEN



Terms and Conditions

1. RESERVATIONS AND PAYMENTS

1.1 Reservations can be made by contacting the reservations department, Africa's Eden in Arnhem, the Netherlands or affiliate tour operators/ travel agents, hereafter referred to as the "Company"

1.2 Safaris are booked and confirmed only on receipt of a 20% advance payment of the basic program rate. This advance payment is due within 14 days of making the reservation. There shall be no binding contract until the company has received the advance payment. Failure to remit your advance payment on time will result in an automatic change of status of any confirmed space to a provisional basis and the possible inability to reinstate your reservation. When the company receives your advance payment, a booking reference number will be assigned and noted on your original invoice. This number shall be deemed to constitute acceptance and confirmation of the booking. Your wire transfer authority will act as your receipt.

1.3 The balance is due no later than 60 days prior to commencement of the program. If the balance has not been received by that date, the company shall be entitled in its discretion to treat your reservation as cancelled, and consequently to forfeit such part of the advance payment as determined solely by the Company.

1.4 Any reservation made within 60 days of commencement of a program may be accepted provided space is available, payment in full is received, and provided that documents can be delivered prior to departure.

1.5 The company will not provide your confirmation information or documents until full payment has been received.

1.6 The company will not accept responsibility for wire transfer and/or overnight mail charges.

1.7 No client will be permitted into the field without payment in full being received by the company.

1.8 Special airfares are capacity controlled and often sold out months in advance. In addition, many accommodations offered by the company have limited capacity. It is essential to make reservations well in advance to ensure your preferred arrangements.

2. CANCELLATIONS AND REFUNDS

2.1 Any cancellation of a booking must be in writing and shall only be effective upon its acknowledged receipt by the company. If written notification is received prior to 8 weeks before departure, your deposit is forfeited. If your cancellation is made within 8 weeks of departure, cancellation charges will be levied. The scale of charges, expressed as a percentage of the tour price, is as follows: More than 8 weeks notice - deposit forfeited (20% of tour fare) Less than 8 weeks notice - deposit 20% plus 30% Less than 4 weeks notice - 60% Less than 3 weeks notice - 80 % Less than 2 weeks notice - 100%.

2.2 If you are a "no show," the company shall be entitled to treat your reservation as cancelled without having given the company any notice, and the provisions of Paragraph 2.1 shall apply. (Please note that if the reason for cancellation falls within the terms of any holiday insurance policy held by you, such charges will normally be refunded by the insurance company, subject to the terms of the insurance).

2.3 Any request to amend or change a booking once it has been confirmed may be accommodated subject to space availability. If the company is able to assist, an administrative fee of 50 Euro per change will be assessed. These fees will be added to your final invoice.

2.4 No refunds are given

⁽¹⁾ for lost travel time or substitution of facilities, ⁽²⁾ for itineraries amended after departure, ⁽³⁾ for circumstances arising beyond the company's control, necessitating alternative arrangements being made to ensure the safety and/or further participation and enjoyment of your program, ⁽⁴⁾ if you do not appear for any accommodation, service, sightseeing or trip segment without notifying the company, or ⁽⁵⁾ if you leave your program after it has begun, or miss any scheduled sightseeing, activities, meals or accommodations.

2.5 Liability

We will accept liability for the proven negligent acts and/or omission of our own employees, which cause direct physical injury or death to passengers only to the extent of our obligation under Dutch law.

Our liability to you and/or your property in respect of provision of hotel accommodation, air, sea, or rail transport will be limited in accordance with international convention.

The company cannot be held liable for any other mishaps to you or your property especially those resulting from weather conditions, natural disasters, industrial action, actual or threatened political and civil strife and/or war, terrorism, intervention by any Government, robbery, fire, ill-health, quarantine, operational decisions by transport providers e.g. airlines or airports, actions of wildlife, or any other such incidents beyond our control.

The client will be financially liable for any damage caused to the company's equipment or vehicle due to negligence or inappropriate acts by the client. If injury or death result, to any party member, company employee, or any other third party, from such actions, the company will not be held liable.

Any independent arrangements that the client makes, which are not part of the tour, e.g. extra excursions or activities, alternative accommodation, are entirely at his/her own risk.

3. RISKS

3.1 The company draws your attention to the fact that there are certain inherent risks involved in participating in the type of trips sold by the company. The company will ask you to sign a Release to acknowledge this warning and also to release and hold harmless the company from any damages that may result.

3.2 It is your sole responsibility to take all appropriate medical advice prior to departure as to whether or not you are fit enough to undertake the trip booked. The company shall not be liable for illness, injury or death sustained on a program sold by the company which is not due to the gross negligence of the company, its officers, employees, authorised representatives or agents whomsoever.

4. FORCE MAJEURE

4.1 "Force Majeure" means, in relation to the company, any circumstances beyond the reasonable control of the Company (including, but without limitation, acts of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, or requisition, sickness, quarantine, government intervention, weather conditions or other unexpected occurrences).

4.2 If the company is affected by Force Majeure it shall forthwith notify you of the nature and extent thereof.

4.3 The company shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

4.4 If the company is affected by Force Majeure it shall be entitled to, and may in its sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by the company to you as a result of the non-performance of any of the company's obligations hereunder shall remain in its sole and absolute discretion although the company shall use its reasonable endeavours to reimburse you where possible. However, the Company shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the company of the Force Majeure.

4.5 Regarding civil unrest, once the company has investigated the prevailing situation as it deems fit, it shall remain in the company's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip. However, if, after having made all reasonable and proper inquiries, the company is of the opinion that the trip may proceed, no refund will be payable to you and the provisions of Paragraph 2 shall apply.

5. INSURANCE

5.1 The company strongly recommends that you obtain the following types of insurance which are commercially available: Accidental death and disability, Emergency medical evacuation, Trip cancellation, Major Medical Loss of personal effects.

6. TERMS AND CONDITIONS

These terms and conditions govern the relationship between the company and you, to the total exclusion of any other terms and conditions. No alteration to the terms and conditions may be made by any of the company employees, authorised representatives or agents, unless in writing by an authorised officer of the Company. All decisions and matters subject to the company's discretion shall be made by an authorised officer of the company.

7. TRAVEL DOCUMENTS AND VACCINATIONS

It is your responsibility to ensure that passports, visas, travel permits, health certificates, inoculations, international driving license, or other documentation required for the trip are obtained and are in order. It is your responsibility to meet any additional costs incurred either by yourself (or by the company on your behalf) as a result of any failure by you to comply with such requirements.

8. SPECIAL REQUESTS

You must advise the company in writing of any special requests; e.g. diet, facility or physical handicap, when you submit your reservation request to the company. The company will meet such requests, if possible.

9. INFORMATION IN THE TRAVEL PROPOSALS

All information given in the company's travel proposals is, to the best of the company's knowledge, correct at the time of going to print but the company reserves the right to change same. The information provided in this travel proposals convey typical scenes experienced and details on each destination; but the subject matter may not necessarily be experienced in the exact detail thereof while visiting that destination.

10. DISPUTES

If you have any cause for complaint while traveling, you must immediately bring it to the attention of the company's local representative.

11. CONSENT

The payment of the advance payment OR any other partial payment for a reservation on a safari constitutes consent to all provisions of the conditions and general information contained in the company's Internet Pages, Brochures, Invoice and Travel Documents. The terms under which you agree to take these safaris cannot be changed or amended except in writing signed by an authorised officer of the company.

12. NOTICE OF ENFORCEABILITY

Please remember, when you book travel related services with the company, you are entering into a binding agreement that assumes all terms and conditions are fully understood as stated on this site.