



MAVROS SAFARIS STANDARD TERMS & CONDITIONS OVERVIEW

- a. This contract shall come into force upon receipt by the travelling party
- b. Rates are quoted in United States Dollars and are inclusive of VAT and Government Tourism Levy.
- c. Payment policies are 30% deposit to secure a booking and 100% of scheduled flights. Cancellation policies are dictated by the contracted lodges as well as our policies..
- d. Any pricing which includes a third-party component, such as National Parks fees or fuel surcharges for light aircraft, may be changed should these fees be increased.
- e. All rates are referred to the quoted pro-forma invoice
- f. Clients are responsible for contracting travel health insurance (including medical evacuation), ensuring passport and visa requirements are met, and informing us of any medical or dietary requirements.
- g. Clients acknowledge and assume all risk associated with travel and Mavros Safaris will not be held liable for accident or bodily harm or death.

GENERAL TERMS AND CONDITIONS

Mavros Safaris may work as the tour operator, or may contract another tour operator in the country of travel. Tours arranged by Mavros Safaris themselves and in their own name, and Tours arranged by other Tour Operators and for which Mavros Safaris only acts as agent. For each tour booking the responsible Tour Operator is named. The terms and conditions which follow apply only to tours offered and arranged by Mavros Safaris themselves. For tours arranged by other Tour Operators but for which Mavros Safaris only acts as agent, the terms and conditions of the operator of the tour apply, and for such tours Mavros Safaris does not accept responsibility as Tour Operator.

1. Settlement of the Tour Contract

1.1 With the booking of a tour, the traveller enters into a binding contract with Mavros Safaris. The contract is also binding on all fellow travellers on whose behalf the traveller has made the booking and he/she has to accept the responsibility for their contractual obligations, like for his/her own. The contract becomes effective when Mavros Safaris accepts the booking. Mavros Safaris will provide the traveller with a confirmation of the tour in writing or in text form either at the time of accepting the booking or immediately when the contract is settled.

1.2 Should the contents of the confirmation of the tour deviate from the contents of the booking, it implies a new proposal from Mavros Safaris. In such a case, the tour contract, based on the new proposal, becomes effective only when the traveller explicitly expresses his/her acceptance of the new proposal through, for example, payment of the travelling costs.

2. Payment

i. Payment policy

- i. A booking will be treated as provisional and will be cancelled until such time that 30% of total reservation value has been paid by the client to Mavros Safaris within the provided time frame
- ii. At confirmation: 30% of the total reservation value will be required within the stipulated time frame on the pro-forma invoice, and 100% of all scheduled flights will be required.
- iii. 45-Days prior to travel: 100% of total reservation value; if a final payment is not made by the due date and Mavros Safaris has contacted the client to make every effort to secure final payment, Mavros Safaris has the right to cancel the booking along with the cancellation policy fees

ii. Cancellation policy

- i. Accommodation cancellation policies are dictated by the cancellation policy of the lodges and can be provided upon request for each booking. We will always do our best to negotiate fees for our clients. This is a general guideline:
 1. 91 days or more prior to travel – 10% cancellation charge
 2. 45 days or more prior to travel – 30% cancellation charge
 3. 31 days or more prior to travel – 75% cancellation charge
 4. 30 days or less prior to travel – 100% cancellation charge
- ii. Flight reservations are subject to the terms of the ticket issued.
- iii. An FIT and local cancellation will only be accepted in writing and is subject to the following cancellation charges, unless specified otherwise by contracted lodges. Refunds are subject to fees*:

- iv. * Refunds to credit cards: the relevant cancellation fee, less a 6 percent credit card surcharge and an administrative charge. • Direct bank deposits: the relevant cancellation fee, less actual bank charges debited by Mavros Safaris's bankers, less an administrative charge. • Forex transfers: the relevant cancellation fee, less actual bank charges debited by Mavros Safaris bankers, less an administrative charge. • Cash payments: the relevant administration charges, less actual bank charges debited by Mavros Safaris bankers, less an administrative charge.

3. Obligations

3.1 The contents of the tour contract is exclusively determined by the descriptions, illustrations and price quotations in the prospectus which is valid for the time frame indicated, or a similar tour description copy from Mavros Safaris. Changes or additional agreements which deviate from the tour conditions or obligation descriptions offered in the quotation, need the explicit confirmation by Mavros Safaris. In the case of valid, important and unforeseeable reasons, Mavros Safaris, before the contract is finalised, reserves the right to announce a change in the catalogue as well as the prospectus, about which the traveller must be informed before finalising the booking.

3.2 In case of bona fide unforeseen circumstances, e.g. a fire in booked accommodation or the cancellation of a flight, over which Mavros Safaris has no control whatsoever and which occur after the finalisation of a contract, Mavros Safaris reserves the right to make changes in the bookings or flights to best suit the traveller and to least upset his/her itinerary. Mavros Safaris, however, is obligated to inform the traveller about such changes immediately.

4. Price Adjustments

4.1 Should the tour only start after four months or longer after the tour contract had been finalised, Mavros Safaris reserves the right – in the case of an increase in transport costs or fees for specific obligations, like harbour or airport duties, or changes in the exchange rates applicable to the specific tour – to change the costs accordingly. The client must be informed about this.

5. Acceptance of responsibility claims by the traveller and his/her obligations

5.1 The traveller must immediately point out any shortcomings/faults in the travel arrangements or service to the tour leader. If the tour leader does not agree or is not accessible, the local agency or Mavros Safaris must immediately be informed of the shortcomings/faults and be requested to remedy the problem.

5.2 Mavros Safaris can remedy the problem by offering substitute arrangements of equal value. Mavros Safaris can, however, also refuse redress if it requires disproportionate expenditure to the original costs of the arrangements.

6. Liability limitation

6 It is the responsibility of the client to contract travel insurance, including health insurance and emergency medical evacuation.

6.1 Mavros Safaris is not liable for the nonexecution/interruption or dissatisfaction of services related to events which were negotiated solely as services from a third party (e.g. sport events, theatre visits, exhibitions, excursions etc.) and for services which generally and specifically were described as additional activities.

6.2 The traveller acknowledges that the nature of the trip is adventurous and participation involves a degree of personal risk. You will be visiting places where the political, cultural and geographical attributes may present dangers and physical challenges greater than those present in our normal daily lives. We use all available information in assessing safety and advising precautions, however there may still be inherent risks due to the nature of the activity and you need to take all reasonable precautions at all times. You acknowledge that your decision to travel is made in light of consideration of this information and you accept that you assume the personal risks attendant upon such travel.

6.3 Additional risks and dangers may arise including, but not limited to, hazards of traveling in undeveloped areas, hazards of travel by boat, train, automobile, aircraft and other means of conveyance, animal interactions, forces of nature, political unrest, other unrest, hazardous local customs and practices, differing levels of sanitation, differing standards of safety, risks associated with water, food, plants, insects and differing animal regulation, accident or illness in areas lacking means of rapid evacuation or medical facilities, and acts of national and local governments and unrest and acts of others against governments. These risks are not an exhaustive list but are examples of many kinds of risks. You are voluntarily participating in these activities with the knowledge that there are significant dangers involved, and you hereby agree to accept any and all risks. As lawful consideration for the agreement with Mavros Safaris to participate in such trips and activities you agree you will not make a claim against Mavros Safaris or its personnel or sue for bodily injury, emotional trauma, death, property loss or damage or other loss, cost or expense, however caused, as a result of or related to your contracting for, travelling to or from, or in any and every other way participating in the trip. You release Mavros Safaris, its related companies and its personnel from any and all claims, known or unknown, arising from contracting for, travelling to or from, and in any and every way participating in a trip. This release of liability and assumption of risk agreement is entered into on behalf of you and all members of your family and party, also including minors accompanying you. This agreement also binds your heirs, legal representatives and assigns.

6.4 Where the guest occupies a motorcoach seat fitted with a safety belt, neither Mavros Safaris nor the Operator nor its agents or co-operating organizations or service providers will be liable for any injury, illness or death or for any loss or damages or claims whatsoever arising from any accident or incident, if the safety belt is not being worn at the time of such an accident or incident. This exclusion and limitation of liability shall not be used to imply that the Operator or its agents or affiliated entities are liable in other circumstances

7. Passport, Visa and Health regulations

7.1 Mavros Safaris informs travellers about passport, visa and health regulations. For travellers who have citizenship of other countries or who are stateless, Mavros Safaris fulfils its information obligation by referring them to the relevant Consulate for information. For the correctness of the information provided by the Consulates, however, Mavros Safaris cannot accept responsibility and is not liable when regulations are not met.

7.2 The traveller him/herself is responsible for the observance of the rules and regulations regarding passport, visa, health and foreign exchange matters during the tour.

8. Insurance

8.1 It is recommended that insurance against withdrawal or non-execution from the tour by the traveller be taken out at the same time when the booking is made.

9. Exemption from claims and time elapse

9.1 The traveller has to lodge any claims regarding the non-contractual fulfilment of the tour, with Mavros Safaris, within one month after the contractual planned conclusion of the tour. Mavros Safaris recommends that these claims be lodged in writing. After expiry of the deadline the traveller can only lodge claims when he/she was prevented, through no fault of his/her own, from observing the deadline.

9.2 Contractual claims due to noncontractual fulfilment of the tour become null and void one year after the completion of the tour according to the contract.

10. Financial Protection

When you buy an ATOL protected flight or flight inclusive holiday from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

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