

# Hoopoe Safaris Tour Operator Booking Form Strictly Confidential

Safari #:

Insurance emergency telephone number

Safari Name:			
Write NAME HERE TO IDENTII	FY THIS FORM>>		
your booking form and 50% d due 60 days before departure	eposit we will forward to ye	nplete this form and send to Hoop ou a Confirmation voucher. The hin 6 weeks of departure full payn reded with your booking form	e balance of the payment is
If you are Climbing KILIMANJAI If you are trekking / walking in a If you are only going on safari th	RO please fill in all sections ny section of your itinerary, p	please fill in all sections	
1. Client information		· · · · · · · · · · · · · · · · · · ·	
First Name	,	Surname	
Date of Birth		Gender	
Height	ft inches	s Weight	lbs
Profession		Address	
Passport number		city	
Passport valid until		Country	
Daytime telephone		Zip code / Post code	
Evening telephone		Email address	
Fax		]	
2. Emergency contact	<del></del>	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
Name		Relationship	
Daytime telephone		Evening telephone	
Cellphone		Fax	
Email		]	
3. Insurance information	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·	· · · · · · · · · · · · · · · · · · ·
you depart for your trip. If you do	o require medical attention in good idea to have some eme	ng to Africa. Please check in deta Africa you will be required claim e ergency cash on hand for emerger	expenses back from your
I have comprehensive insurance			
I do not have comprehensive ins	urance		
Insurance name and reference			

List Allergy	Reaction		Medication	required (s	should be c	arried with	you on the	trip)
Medication	Taken for	Dosage	start date	Current sid	e effects			]
Dietary limitations (vegetarian,	no dairy product	s, please spe	cify below)					<u></u>
5. Medical history current an	d past (please t	ick yes or no	o)			Vos		
have had a seizure within the Hospitalisation / emergency roo	=	in the nast 2	voars			yes	no	
History of heart attack, bypass	, angioplasty, an	gina	years					<u> </u>
Other heart conditions - heart r Medical device (hearing aid / p	=	=						
Orthopedic problem, neck, bac currently pregnant	ck, ankle, knee							
Asthma Diabetic requiring medication								
6. Heart risk assessment						yes	no	
Diagnosed high blood pressure Smoker	e, even if controll	ed						
Abnormally high cholesterol lev	/el							
On a diet for lipid abnormality Family history of heart attack, t	oypass, sudden ı	unexplained d	eath before	60				_
Unexplained chest pain, shortness of breath, heart palpatations, sweats								
fainting spells, exceptional dizz	yness							<u>]</u>
7. Activity Log					elevant)			
	activities you er							
Please indicate below exercise	-	Approx time	/ distance		Intensity (le	eisurely / m	oderate, int	ense
To climb to high altitudes over a Please indicate below exercise Activity	-	Approx time	/ distance		Intensity (le	eisurely / m	oderate, int	tense

8. Other information			<u> </u>
Flight Information OUTBOUND	RETURN		
Airline & flight no	Airline & flight no	· · · · · · · · · · · · · · · · · · ·	
Date & time arrival	Date & time arrival		
	nal hotel accommodation (East Africa)? ments (extra baggage allowance etc)?	yes / no	
Drinks preference			
-	dential. Guests with a variety of medical conditions ivate trip with Hoopoe Safaris. None the less we r	•	
prepared in the event of an emergency to you and / or your fellow trip membe	y. Failure to disclose such information could result rs	in serious harm	
Guests signature (each guest must co	mplete and sign their own form)	DATE	

Signing constitutes an agreement to our terms and conditions attached below



# **Tour Operator Client Terms and Conditions**

Itineraries, holidays and services provided are subject to the "Terms & Conditions" as described here. It is imperative that these are read carefully and fully understood before booking. Changes to these "Terms & Conditions" can be only be made, in writing, by one of The Company's authorised senior officers.

# 1. Contract

When a booking is made with The Company, either through an intermediary Agent or direct, a contract is entered into with either Hoopoe Adventure Tours Tanzania/Kenya, referred to here as "us" or "The Company".

## 2. Reservations & Payment

- 2.1 A 50% deposit is required on booking. A booking shall only be considered confirmed by us on receipt of the 30% deposit. The deposit is due within 14 days of making the booking and there shall be no binding contract until the deposit has been paid. Failure to remit the deposit on time will result in automatic change of status from provisionally held/confirmed to provisional-only (possibly entailing subsequent wait-listing or even inability to reinstate the booking when the deposit is finally received).
- 2.2 The balance of payment is due at least 60 calendar days prior to first day of service provision. Failure to receive the balance by that date shall automatically cancel the booking. Any refund then due from deposit monies held shall be at our discretion, subject to a minimum of US\$250 per client.
- 2.3. "Day of Service Provision" shall mean midnight/midnight on the stipulated date of service provision.
- 2.4 Any booking made within 40 days of first providing services shall be accepted provided: space is available payment is received documents, if required, can be delivered prior to departure.
- 2.5 The Company shall not be responsible for wire transfer charges.
- 2.6 Money paid by clients to a Travel or other Booking Agent for on passing to the company shall not be deemed received by The Company (and no liability shall be incurred) until written notification has been received by the Travel/Booking Agent from The Company that such monies have been received

# 3. Cancellation Charges & Refunds

- 3.1 Any cancellation must be made to The Company's booking office in writing. A telephone call should be made to check that notice of cancellation has been received.
- 3.2 Cancellation charges shall apply as follows:
- a) 65% of total cost if cancelled 60-30 days prior to first day of service provision.
- b) 100% of total cost if cancelled 30 days or less prior to first day of service provision (but please note section 2.2)
- c) Note that bookings made through The Company with products owned by &Beyond, Asilia Camps & Lodges, or Nomads Tanzania (or their subsidiaries) are liable to be charged 50% cancellation charges and additional penalty charges at the rate of 75% if cancelled 60 31 days prior to the first day of service provision and 100% thereafter.
- d) Note that bookings which include private campsites (Shared or Private Camps such as Asilia Camps & or Kirurumu Under Canvas) shall incur charges of US\$50 per client per day.
- 3.3 Cancellation charges shall apply on a full board rate, plus excursions and any other activities as booked.
- 3.4 Cancellation charges shall be levied on other products booked through The Company in accordance with the terms & conditions of the provider of the other product.
- 3.5 In the event of a "no show", the booking shall be treated as cancelled and cancellation charges shall apply per 3.2.c above.

- 3.6 In the event of a cancelled booking being reinstated by the client, such shall be subject to space availability and the cancellation fees shall be waived, less a US\$500 per person handling fee.
- 3.7 Any request to change or amend a booking once confirmed shall be accommodated if at all possible, subject to space availability.
- 3.8 No refunds shall be given:
- a) For lost travel time or necessary substitution of facilities, especially by virtue of force majeure.
- b) for itineraries necessarily amended after departure, especially by virtue of force majeure.
- c) for circumstances beyond The Company's control which necessitate alternative arrangements being made to ensure safety and/or further participation or enjoyment.
- d) if the client does not appear for any accommodation, service or excursion without notifying The Company.
- e) if the client leaves after the holiday or safari has begun.
- 3.9 Group Bookings: Should one or more pax cancel within a group booking, then the normal schedule of cancellation charges shall apply (see 3.2 above) subject to: Any refund paid to the person/those not able to travel shall be calculated so as not to incur any resulting surcharges for those member/s of the party still travelling (unless The Company is notified, on demand, in writing that such surcharge is acceptable to all remaining travellers in the group).
- 3.10 Travel Agent and Trade Bookings: Travel agent and trade-related bookings, if booked at discount (whatever such discount may be) are subject to a 100% cancellation charge once confirmed.
- 3.11 Force Majeure: See below.

# 4. Changes/Cancellation by The Company

- 4.1 The Company must unfortunately reserve the right to make changes, where unavoidable, to itineraries, holidays and services both before and after a booking is confirmed.
- 4.2 It is essential to understand that local conditions in Africa are not always predictable and border closures, poor road conditions and other occurrences can and do from time to time cause delays, frustrations and diversions from the planned itinerary. Should such occurrence occur, before or during the holiday, The Company shall do its best to minimise inconvenience but:
- 4.2.1 In the event of a "significant change", example: where the destination has been changed, the client shall be advised as soon as possible and, if pre-departure, given the option in the case of The Company's own products of accepting the changed arrangements (with balance payment due to The Company if more expensive, or refund due to the client if less expensive) or cancelling the booking and receiving a refund of 85% of all payments made at the time of cancellation, subject to a minimum of US\$200 per client. (In the case of refunds from third party accommodation or services, these shall be subject to the terms and conditions of the third party service provider).
- If a "significant change" occurs during the holiday, The Company shall do its utmost to provide alternative arrangements with balance payment due to The Company if more expensive than the original arrangements, or refund due to the client if less expensive. In the event of these not being acceptable to the client (such acceptance not to be unreasonably withheld) The Company shall refund the balance of monies remaining unused from the portions of the itinerary which pertain to The Company's own products (less transfers to the departure point) subject to a cancellation fee of US\$250 per person. (In the case of refunds from third party accommodation or services, these shall be subject to the terms and conditions of the third party service or accommodation provider but The Company shall do its utmost to obtain suitable refund on the client's behalf).
- 4.2.2. The Company has the right to make a "minor change" to an itinerary, holiday or service (for instance where daily scheduling is affected), before or during a holiday without notice.
- 4.3 Accommodation: see below.
- 4.4 If cancellation is unavoidable by The Company (for reason other than client's failure to pay) then the client shall be given the option of purchasing another itinerary, holiday or service (with any cost difference either to be paid or refunded) or receiving a full refund of all monies paid at the date of cancellation.
- 4.5 Some itineraries, such as set departures, operate subject to a minimum number of bookings. The Company shall not cancel for lack of numbers less than 6 weeks before departure.

## 4.6: Force Majeure:

4.6.1 In the event of a situation/occurrence of Force Majeure (meaning any circumstance beyond The Company's reasonable control, including [but not limited to] acts of God, explosion, tempest, fire or accident, war or threat of war, sabotage, insurrection, civil disturbance, requisition, sickness, quarantine, government intervention, weather or other

untoward occurrence), The Company shall immediately notify the client of the nature and extent thereof but shall not be in breach of these terms & conditions or liable in any way (by way of delay or non-performance of any of The Company's obligations) to the extent that such is due to any force majeure.

4.7.2 In circumstances of force majeure, The Company shall have the right to vary or cancel any itinerary, holiday or service. Refund, if due, shall be at the discretion of The Company although all reasonable endeavour shall be used to reimburse the client wherever possible, less reasonable costs. If, under circumstance of force majeure The Company, after due deliberation, deems the itinerary, holiday or service to be able to proceed then no refund shall be payable.

# 5. Transportation

- 5.1 Only safari-prepared 4 wheel drive vehicles are used on safari. The Company reserves the right to employ the services of sub-contractors. Highly trained and experienced driver/guides are provided. No vehicle may be driven by a client at any time.
- 5.2 Carriage (by land, sea and air) is subject to the terms and conditions of the carrier and to International Conventions, some of which limit liability. Land, sea and air travel are also subject to operational decisions of carriers and ports which may result in cancellation, delays or diversions over which The Company has no control and for which The Company can accept no liability whatsoever.

## 6 Accommodation

Accommodation is normally quoted based on two persons sharing a twin room or tent. Single occupancy may attract a supplemental single occupancy charge. Hotels, Lodge and camps are named as an indication of category and, whilst The Company shall endeavour to actually use the named establishment, rooms may be reserved at similar establishments without liability or refund. Published prices are based on tariffs and other costs prevailing at the time of printing and are subject to change without notice.

# 7. Cost Inclusions/Exclusions

7.1 Inclusions: The price of ground arrangements includes:

All current taxes, accommodation, meals, park fees, excursions, transfers and use of a safari prepared 4-wheel drive (with driver/guide) as specified only. CHECK INDIVIDUAL ITINERARY DESCRIPTIONS

7.2 Exclusions: Normally excluded from the price of ground arrangements, unless otherwise specified, are:

Airport departure taxes, visas, inoculations, insurance, gratuities (tips), laundry\*, alcoholic and non-alcoholic beverages\*, items of a personal nature.

- \* Included on some itineraries, either for the full itinerary or part of same. CHECK INDIVIDUAL ITINERARY DESCRIPTIONS.
- 7.3 The Company, whilst endeavouring not so to do, must reserve the right to make surcharges when these are unavoidable, Since tour operators in East Africa may suddenly and without warning be subjected to an increase in various government levies and/or park/conservation fees, The Company reserves the right to add to the cost of a safari any increase in Government fees such as but not limited to Park and or conservation fees or any governmental levy or charge applicable to a safari. Such surcharge(s) will be notified in writing and must be paid within 14 days of notification. Non-payment may be construed as an act of cancellation and subject to these terms & conditions.

# 8. For Clients Information

- 8.1 The Company and its agents act as a booking agent in all matters relating to hotel and lodge accommodation, tours, airlines/charters, bus companies, ground transportation, boat owners and other independent contractors providing accommodation, transportation and/or other services, each of which is an independent corporation outside The Company's control and each of which has it's own terms and conditions. As such, The Company shall not be liable for injury, delays, loss or damage in any manner.
- 8.2 The Company's liability to passengers carried in its own vehicles is governed by the laws of the country in which the tour takes place and no other country.
- 8.3 All claims are subject to the jurisdiction of the courts of the country in which the actual service or accommodation was provided.
- 8.4 The Company reserves the right to employ sub-contractors for all or part of its services; in the event of such right the terms of this clause apply.
- 8.5 Whilst every care is taken, The Company cannot be held responsible for loss or damage to baggage.

8.6 As provided for elsewhere in these terms and conditions, The Company reserves the right to cancel any itinerary, holiday or service or any part of it, to make such alterations in the itinerary as deemed necessary or desirable, to refuse to accept or to retain as a member of any programme any person at any time and to pass on to programme members any expenditure occasioned by delays or events beyond The Company's control. In case of any appreciable variation in costs, right is reserved to adjust rates.

## 9. Health & Risks

- 9.1 Yellow Fever and Cholera vaccinations are mandatory in many African countries. Other inoculations, such as Tetanus, Polio, Typhoid Meningitis and Hepatitis may also be recommended. Advice should be sought from a reputable travel clinic or medical practice in good time before departure, responsibility for so doing lies solely with the client.
- 9.2 There is a risk of malaria in many African countries, prophylactics are recommended. Advice should be sought from a reputable travel clinic or medical practice in good time before departure, responsibility for so doing lies solely with the client.
- 9.3 Client's attention is drawn to the fact that there are certain risks inherent in participating in the type of itinerary, holiday and service provided by The Company (by dint, inter alia, of it's location and the adventurous nature of some activities). The Company shall not be liable for illness, injury or death sustained on an itinerary, holiday or service sold by it which is not due to gross negligence of The Company, its officers, employees, authorised representatives or agents whomsoever.
- 9.4 Mountain Climbs: Client's attention is drawn to the fact that climbing mountains, especially above normal altitudes that prevail in client's county/locality of origin, is inherently dangerous. Proper medical advice should be sought in good time before booking.

## 10. Insurance

10.1 It is a condition of booking that all clients are individually insured, either through their Travel Agent or independently. It is the client's responsibility to ensure they are covered for, at least, the following:

Personal Accident including death and disability Medical Expenses Repatriation Trip Curtailment/Cancellation Loss of Personal Effects

The Company shall be provided with details of client's insurance, including 24-hour emergency contact number/s – reachable from within Africa - at the time of booking. It is the client's responsibility to ensure that the insurer is aware of the destination and the type of activity to be undertaken.

- 10.2 The Company is able to arrange AMREF (Flying Doctor) cover (which it strongly recommends) on behalf of clients and will do so on some itineraries, adding the cost into the price of the holidays, unless instructed otherwise.
- 10.3 Client's insurance company should always be informed, and proper advice sought, before booking an itinerary which includes trekking or mountain climbing.

# 11. Travel Documents

- 11.1 It is the client's responsibility to ensure that all travel documents and vaccinations are current and valid for the journey in question.
- 11.2 The Company shall not be responsible for any delay, interruption or cancellation resulting from client's failure to provide required documentation to immigration or other authorities at any time.

# 12 Complaints & Disputes

If there is cause for complaint whilst on holiday, whether with The Company's products or any other product for which The Company has made booking as an agent, then this must be brought to the attention of the General Manager or his appointee or agent who will do their best to rectify the situation. It is unreasonable to take no action whilst on holiday and then write a letter of complaint upon return; The Company cannot accept any liability in relation to any complaint or problem if such is not notified at the time of occurrence. Should the problem remain unresolved by The Company, third party contractor or product, a complaint should be made in writing to The Company's booking office within 28 days of completion of the itinerary, holiday or services provided by The Company.

## 13. Special Requests

Clients should advise The Company of any special request (for example: special diet or on account of physical disability) at the time of enquiry or submitting a reservation. The Company will do it's utmost to meet such requests wherever possible.

## 14. Brochures & Information

All information published by The Company, whether as brochure, written material, electronic or otherwise is correct (to the best of The Company's knowledge) at the time of going to press but the right is reserved to change the same. Photographs and information depict typical scenes and detail but the *actual* subject matter depicted may not be seen or experienced whilst on holiday.

## 15. Terms & Conditions

These terms & conditions govern the relationship between the Company and it's clients to the total exclusion of any other terms & conditions. No alteration to these terms and conditions may be made by any of The Company's employees, authorised representatives or agents unless in writing by one of The Company's authorised senior officers. All decisions subject to The Company's discretion shall be made by one of The Company's authorised senior officers.

# 16. Conditions of Booking

16.1 Whilst on holiday, clients are requested to comply with the instructions of The Company's representatives at all times.

16.2 Any client who shall be or become, in the opinion of any representative of The Company:

incapable of caring for him/herself

objectionable to others

a hazard to him/herself or others

shall not be permitted to continue on the itinerary, holiday or service provided by The Company and, in such event, the booked arrangements may be terminated without any liability on either The Company's behalf or that of the supplier/contractor concerned.

16.3 Please remember that booking an itinerary, holiday or service with The Company is entering into a binding agreement that assumes all the terms and conditions herein mentioned are fully understood.

The construction, validity and performance of any Agreement, including these terms and conditions, between the client and The Company shall be governed by the laws of Tanzania and Kenya and the parties submit to the exclusive jurisdiction of the Tanzanian/Kenyan courts.

## 17 Proper Law

The construction, validity and performance of any Agreement, including these terms and conditions, between the client and The Company shall be governed by the laws of Tanzania and Kenya and the parties submit to the exclusive jurisdiction of the Tanzanian/Kenyan courts.