

# **Terms and Conditions**

#### General

AGASARO SAFARIS arranges safaris, day trips, beach holidays, and complete private safaris and tour packages, Meetings and Incentives, Hotel reservations, Visa Assistance and Air ticketing, Car hires, and Cargo Services and we are a DMC/ tour operator company in East Africa. Please read the below terms and conditions carefully as these are valid when you enter an agreement with AGASARO SAFARIS

The terms and conditions might be amended from time to time due to changing circumstances. However, the terms at the time of booking are valid. Conditions in Africa are mostly not the same as those in developed countries and standards of service, medical facilities, safety, and security may often be lower than those in your home country. Kindly note that it is the laws and regulations of the country in which services are provided that apply to your holiday arrangements.

#### **Booking confirmation And Requirements**

Once you have approved your personalized safari proposal we will send you an official booking form. We kindly request to complete this form and return it by email. Note that valid travel insurance is mandatory when booking your safari with us.

After receiving your completed booking form, we will proceed with the reservations for accommodation, excursions, and domestic flights (if applicable). When all travel services have been reconfirmed, we will send you the invoice. This invoice is also your booking confirmation.

#### **Terms of payment**

A deposit payment of 50% of the total invoice amount has to be paid within 14 days after the invoice date. The remaining amount is due eight weeks (56 days) before arrival. For bookings within the period of 56 days prior to departure, the full amount of the invoice has to be paid instantly. Once we have received the amount in our bank account, we will send you a confirmation. Please note that bank transfer costs should be covered by the sender.

It is possible to pay the invoice in US dollars or in euros. If the exchange rate fluctuates by 5% or more (higher or lower) before payment has been made, then the (remaining) payment will be adjusted accordingly. We may decide to increase the deposit rate in case the total amount exceeds USD \$25.000.

In case the date of payment is exceeded, you will receive a friendly reminder. If we still do not receive your payment subsequently, we have the right to cancel your trip and we will charge you cancellation fees of 30% of the total amount.



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### bookings@agasarosafaris.com

#### **Cancellation policy**

In case you may need to cancel your trip, please notify us by email at your earliest convenience. Any cancellations shall be effective on the date that we received your cancellation request. The following cancellation fees apply:

Cancellation up to 56 days before the day of arrival: **50%** of the total amount; Cancellation from 56 days to 42 days before the day of arrival: **75%** of the total amount; Cancellation from 42 days to the day of arrival: **100%** of the total amount. No refunds will be given for any unused services, late arrivals, or no-shows.

\*Due to the corona crisis we are offering you new flexible booking conditions!

#### **Amendments**

All suggested safari itineraries are subject to availability and not guaranteed until confirmed. In case the proposed accommodation is fully booked we will offer you a suitable alternative in the same price range or higher (a surcharge may be applicable). In the unlikely event that the alternative available travel services are not acceptable to you, we will provide a full refund. Especially in the peak season (July-August-September and November- December-January) we strongly recommend booking well in advance to avoid possible disappointment.

AGASARO SAFARIS reserves the right to amend and re-adjust the itinerary, transportation, accommodation, and services indicated in the safari program in the event of unforeseen circumstances beyond our control. Any changes will be communicated as early as possible.

#### **Insurance**

Comprehensive travel insurance is mandatory and we recommend you to insure for cancellation as well. If you already have travel insurance we strongly advise you to check your coverage.

#### Visa and Air Tickets

It is your own responsibility to obtain a tourist visa for all the countries you wish to visit, but if you would wish to be provided with the above-mentioned services, a special Arrangement, and fees are applicable and are paid independently off the reserved Quoted Safari Prices.

#### **Transportation**

Every effort is made to ensure that the safari vehicles and all our vehicle hires are provided in a roadworthy condition but no liability can be accepted for a puncture, breakdown, damage, or delay as a result of the poor road conditions. We only allow the guides to drive the company vehicles whose decision on all matters, such as the route taken, is final.

#### Wildlife

It is a privilege to see animals in their natural habitat and as such, we cannot guarantee wildlife or game viewing. You must take caution when viewing the animals, keep a minimum distance and carefully follow the instructions given by either the tour guide or wildlife rangers.



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#### **Complaints**

Any complaints must be reported immediately to the AGASARO SAFARI guide (or head office) and to the supplier of the service, who will do their best to resolve the matter. If the problem is not solved to your satisfaction, the complaint should be reported in writing and not later than 30 days after the completion of the tour. Liability for complaints not notified in accordance with the above-described procedure cannot be accepted.

#### Liability

Whilst AGASARO SAFARIS will exercise the utmost care in dealing with you as our esteemed guest and your belongings, we cannot be responsible for loss or damage to personal belongings, personal injury, or death. It is therefore mandatory to have comprehensive travel insurance when traveling. We highly recommend having an AMREF FLYING DOCTOR Insurance plan which can be booked through us.

#### **Force Majeure**

If AGASARO SAFARIS is affected by force majeure, which means any circumstances beyond the control of the company (including and without limitation, explosions, floods, tempests, fires, accidents, war or threat of war, sabotage, insurrection, civil disturbance or requisition, sickness, quarantine, government intervention, weather conditions or other outwards occurrences, we shall inform you immediately of the nature and extend thereof. The company is not allowed to violate or abuse these conditions.

Payment of any refund to you as a result of the non-performance of any company, we shall use reasonable efforts to compensate you where possible. However, we will be entitled to deduct from any refund recoverable the reasonable actual and potential costs to the company of the force majeure.

#### Use of our website and Content.

AGASARO SAFARIS licenses you as the user of the website to view, download and print the content, provided that such content is used for private, personal, educational, and/or non-commercial purposes only. Content from this website shall not be used or exploited by users for any commercial and non-private purposes without the prior written permission of AGASARO SAFARIS. We commit ourselves to take all reasonable and necessary steps to protect your personal information.

Do not hesitate to contact us in case of any questions about the above terms and conditions.

Upon returning the completed booking form you automatically agree with our terms and conditions.

Thanks so much for entrusting us with your lifetime travel!