

## **KOMPASS SAFARIS -BOOKING TERMS AND CONDITIONS**

These are the Terms and Conditions that will apply to kompass safaris booking. Please read them carefully as you will be bound by them. Any one booking any trip with kompass safaris is liable under these terms and conditions.

These Terms shall constitute the entire agreement between the kompass safaris ltd and the Client relating to the subject matter herein, and shall constitute a binding agreement. There is no verbal or written; representation, warranty, prior agreement, or description of services, other than as expressed herein. The agreement with kompass safaris ltd is by booking a trip; in which upon your agreement you're to be bound by these Terms and Conditions that govern the relationship, the cancellation policy and limitations of liability.

### **THE CONTRACT**

By making a booking with the kompass safaris Ltd Company, you accept on behalf of yourself and all those named on the booking including minors and persons under a disability to be bound by these Terms and Conditions. A booking is accepted and becomes definite only from the date when the Company sends a confirmation invoice or email. It is at this point that a Contract between the Company and the Client comes into existence. All person(s) named on the booking are hereafter referred to as the "Client" and references to Client shall be to all those so named.

### **MEDICAL CONDITIONS AND SPECIAL REQUIREMENTS**

The Client must notify the Company in writing during the process of booking of any medical conditions, pregnancy, disability or any other mental and or physical condition which may affect fitness to travel and or any medical condition. Failure to notify the Company may result in the Client being refused travel. Failure to notify the Company of any such condition that may result in the cancellation of a package will result into the complete loss of all fees paid for the package with no refunds. Some trips may be unsuitable for Clients due to age, mobility, disability, pregnancy, physical or mental conditions. It is the Client's responsibility to consult a licensed physician prior to booking with us

- The Company may refuse to carry pregnant women over 24 weeks or Clients with certain conditions,
- The Company is not required to provide any special facilities unless it has agreed to do so in writing,
- The Company will do its best to meet Clients' special requests including dietetic requirements, but such requests do not form part of the Contract and therefore the Company is not accountable for not providing or complying with these requests
- Medical facilities vary from country to country and kompass safaris makes no representations and gives no warranties in relation to the standard of such treatment
- Travelling with Children: Clients aged 15 at date of first travel are considered adults
- The minimum age for Clients travelling family designated tours, is 5 years

## CURRENCY

Kompass safaris sell in two global currencies: Great British Pound (GBP£), United States Dollar (USD\$), The Company reserves the right, however, to apply the currency of their choice to the booking.

## FULL PAYMENT SCHEDULE/ACCEPTANCE OF BOOKING/CLIENT DETAILS

### **Full Payment;**

The Company must confirm acceptance of the Client's booking in writing and full payment of the tour price is due 60 days before the departure date of the first service booked. If full payment is not received by the due date, then rates and tour space cannot be guaranteed. If a booking is made 60 days or less before the departure date of the first service booked then the full amount is payable at the time the booking is confirmed. If the balance is not paid at the time the booking is confirmed, the Company reserves the right to treat the Client's booking as cancelled.

**Tailor Made Trips:** Require full payment at the time of booking. If full payment is different to that outlined in this clause, the requirement will be advised at time of booking and detailed on the invoice

**Client Details:** In order for kompass safaris to confirm and guarantee the Client's travel arrangements, the Client must provide all Client Details with their full payment. If the Client does not provide all details 60 days or more before departure, an Administrative Fee will be charged to the Client. In the event where client details have not been received by the Company in 2 days working hours prior to the Client's trip departure, kompass safaris reserves the right to treat the file as cancelled and full cancellation fees will apply. Client Details required will vary tour by tour, and will be advised during the booking process. However, at a minimum client details include; *passport number, passport expiry date, passport issue date and place of issuance, completed medical form, full name as it appears in the passport you are travelling with, date of birth, place of birth, nationality and arrival details (or other documents as requested by The Company). A booking may not be confirmed without provision of Client Details.*

## CANCELLATION POLICY

Any cancellation by a Client must be made in writing and be acknowledged by the Company in writing. The date on which the request to cancel is received by kompass safaris and the company shall determine the cancellation fees applicable. Payment made prior to the arrival date will be refunded on the following basis; Cancellation – Days before booking date: Cancellation fee (% of total tour payment due): More than 60 days 0%, 60 – 30days 10%, 30-15 days 20%, 15-7days 35%, 3 days or less 50%.

## **CANCELLATION OF A TOUR BY KOMPASS SAFARIS**

Kompass safaris reserves the right to cancel any trip for any reason, but will not cancel a tour less than 30 days before departure except for unusual or unforeseen circumstances outside the Company's control.

When a tour is cancelled by kompass safaris before the agreed date of departure for any reason other than the fault of the Client, the Client can either:

- Take a substitute tour of equivalent or superior quality if the Company is able and willing to offer such a substitute; or
- Take a substitute tour package of lower quality if the Company is able and willing to offer one and to recover from the Company the difference in price between the price of the tour originally purchased and that of the substitute tour; or
- Have a full refund of all monies paid under the contract as soon as possible.
- If the Client is offered a refund but requests an alternative tour of a higher value than that originally booked, then the Client must pay the difference in price.

The Company is not responsible for any incidental expenses or consequential losses that the Client may have incurred as a result of the booking such as visas, vaccinations, non-refundable flights or rail, non-refundable car parking or other fees, loss of earnings, or loss of enjoyment, etc.

Where after departure a significant element of the trip contracted for cannot be provided, the Company will make suitable alternative arrangements for the continuation of the trip. If it is not possible to provide a suitable alternative or the Client reasonably rejects any suitable alternatives, the Company will provide the Client a refund of unused tour portions. Where a significant alteration or cancellation occurs which is not due to Force Majeure or other circumstances beyond the Company's control, the Company will in some circumstances offer compensation. Significant alterations do not include the substitution of a vessel, modification of itineraries, or hotel accommodation provided it is of the same category.

## **UNUSED SERVICES**

There will be no discounts or monies refunded for missed or unused services, this includes voluntary or involuntary termination/departure from tour, i.e. sickness, death of a family member etc., late arrival on the tour, or premature departure either voluntarily or involuntarily.

## **PRICES, SURCHARGES AND TAXES**

The prices of the tour packages published may go up or down from the time of publication. The Company recommends that the Client finds out the most up to date price of our tour packages including the costs of any other service provided by the Company at the time of making your booking. The Company reserves the right to increase tour price after the holiday has been booked but will not do so any later than 3 days before the departure date stipulated. After a Confirmation Invoice has been issued any increase to the tour price will be as the result of changes in an increase in transportation costs, including the cost of fuel, dues, taxes or fees chargeable for services such as gorilla permits ,national park entry fees and fees at ports and airport charges, including any currency fluctuations. If the increase is 2% or less of the holiday price the Company will absorb the changes in its costs of providing the tour package. However if the increase is more than 2% the Company will pass this increase on to the Client.

Where the increase in price is more than 7% of the Clients holiday price then in these circumstances the Clients may either:

- withdraw from the contract without incurring any penalty; or
- accept the change of price.

## **VALIDITY**

The prices on kompass safaris website and brochure are based on rates and costs in effect at the time of posting to the website or printing the brochure. The Company reserves the right to alter prices at any time prior to tour package been paid in full. All dates, itineraries and prices are indicative only.

## **FLEXIBILITY**

The Client appreciates and acknowledges that the nature of this type of travel requires considerable flexibility and should allow for alternatives. The itinerary provided for each trip is merely representative of the types of activities contemplated, and Kompass safaris ltd is under no contractual obligation to strictly follow it. It is understood that the routes, schedules, itineraries, amenities and mode of transport may be subject to alteration without prior notice due to local circumstances or events, which may include sickness or mechanical breakdown, flight cancellations, strikes, events originating from political disputes, entry or border difficulties, high season, climate and other unpredictable or unforeseeable circumstances

## **CHANGES**

Kompass safaris reserves the right to change any of the facilities, services or prices described on the website and brochure before a booking is made. If such a change is made, the Client will be told at the time of booking or when the change occurs

**Changes made by the Client:** A transfer from one tour to another can only be made more than 60 days before departure date and if approved by the Company. If such a request is accepted by the Company, the Company reserves the right to charge up to the deposit amount of the first booked tour. Any request to transfer received less than 60 days, before departure will not be accepted

**Other Changes:** Any changes will depend on availability and will be on a request basis. Any extra costs incurred for making the change will be charged along with an Administrative Fee.

## AIRFARE

All tours do not include international airfare or any other flights unless mentioned in the inclusions. The company will quote the best price available at the time of quoting for the travel dates requested. Quotes provide an indicative price only, and represent no price commitment by kompass safaris

**Price changes:** Until the tickets are issued, kompass safaris reserves the right to change prices in the event of any price increase for any reason including, but not limited to, airfares wrongfully quoted due to system error, the price of fuel and/or currency fluctuations or government taxes or levies, or any other reasonable cause.

**Full payment:** Full payment must be received by kompass safaris to guarantee the reservation at quoted price. A guarantee of payment by the Client is an acceptance of the travel arrangements as requested at the total price quoted. Cancellation fees will apply if the Client subsequently decides to cancel after ticket has been issued.

**Changes & cancellations:** Unless otherwise stated, airline tickets are 100% non-changeable & non-refundable once tickets have been issued. Changes made prior to ticket issuance may be applied at the Company's discretion, and will also have Administrative Fees applied.

**Flight re-confirmation:** The Company strongly recommends flight times and numbers be verified or re-confirmed at least 72 hours prior to departure. The Company is not responsible for any change to airline schedules or flight numbers after tickets have been issued.

**Airline tickets:** Once issued, all airline tickets are non-transferable and valid only for the dates and routing shown. If an airline ticket is lost, the client is responsible for the full cost of a new ticket and any changes that may occur in replacement.

**Airline:** Airport or weather delays: The Company will not be held responsible for any additional expenses or loss that may arise from airline, airport or weather delays. The Company will not reimburse for any additional expenses incurred by the Client as a result. The company will not refund any unused portion of air tickets purchased in the event of such delays due to conditions beyond its control.

## ACCEPTANCE OF RISK

The Client acknowledges that the natures of some of our tour packages are adventurous and may involve a significant amount of personal risk. The Client hereby assumes all such risk and does subject kompass safaris to claims and causes of action arising from any damages or injuries or death resulting from these characteristic risks.

## **AUTHORITY ON TOUR**

At all times the verdict of the Kompas safaris tour leader or representative will be final on all matters likely to endanger the safety and wellbeing of the tour. By booking with Kompas safaris, the Client agrees to abide by the authority of the tour leader or Kompas representative.

The Client must at all times strictly comply with the laws, customs, and foreign exchange and drug regulations of all destinations or countries visited.

If the Client is affected by any condition, medical or otherwise, that might affect other people's enjoyment of the tour; the Client must advise Kompas safaris at the time of booking.

Should the Client fail to comply with the above when on the tour or, if in the opinion of the tour leader, the Client's behavior is causing or is likely to cause danger, distress or annoyance to others the Company may terminate that Client's travel arrangements without any liability on the Company's part and the Client will not be entitled to any refund for unused or missed services or costs incurred resulting from the termination of the travel arrangements.

## **GUARANTEED DEPARTURES TIME**

The Company guarantees selected departures at their discretion. The departure shall become guaranteed once there is one Client confirmed upon it. This guarantee of departure is still subject to force majeure situations and the Company reserves the right to remove the guaranteed designation at any time due to circumstances beyond reasonable control. The Company will not be held accountable for any indirect cost resulting to the client for this action.

## **TRAVEL DOCUMENTS**

**Valid Passport:** The Client must be in possession of a valid passport required for entry, departure and travel through each destination point along the itinerary of the tour, (passport must be valid 6 months past the return date), all visas, permits and certificates including vaccination certificates, insurance policies, required for the whole of the journey.

The Client shall accept full responsibility for obtaining all such documents, visas and permits prior to the start of the tour, and is solely responsible for any adverse consequences resulting from missing

Any information or advice given by Kompas safaris regarding visas, vaccinations, climate, clothing, baggage, special equipment, etc. is purely advisory, provided as a courtesy to the Client, and the Company is not responsible for any errors or omissions as to the information provided by third parties such as the appropriate governmental authorities.

**Documents:** To advance the issuing of Kompas safaris travel documents, as vouchers, itineraries and invoices will be sent via email or will once full payment has been received by the Company. The Company reserves the right to impose an Administration Fee on those Clients who wish to receive their travel documents by other means.

**Trip Details:** It is the Client's responsibility to visit the website or contact our Operations team 72 hours prior to departure to ensure that the most current Trip Details are in their possession as minor changes may have been made since the tour documents were originally provided by the Company.

**Visas:** It is the Client's responsibility to check Visa requirements for each country of travel according to their nationality. The Visa requirements may change at any moment without prior notice and the Company is not responsible for informing the client about this.

## **FACTORS OUTSIDE THE COMPANY'S CONTROL**

The Company shall not be liable in any way to the Client for death, bodily injury, illness, damage, delay or other loss or detriment to person or property, or financial costs both direct and indirect incurred, or for the Company's failure to commence, perform and/ or complete any duty owed to the Client if such death, delay, bodily injury (including emotional distress or injury), illness, damage or other loss or damage to person or property is caused by Act of God, war or war like operations, mechanical breakdowns, terrorist activities or threat thereof, civil commotions, labor difficulties, interference by authorities, political disturbance, howsoever and where so ever any of the same may arise or be caused, riot, insurrection and government restraint, fire, extreme weather or any other cause whatsoever beyond the reasonable control of the Company the consequences of which could not have been avoided even if all due care had been exercised; or an event which the Company or the supplier of services, even with all due care, could not foresee.

## **INSURANCE**

We strongly recommend that a comprehensive travel insurance policy be taken out at time of paying the deposit. Kompass safaris will not accept responsibility for loss of deposit/full payment, loss or damage to baggage and personal items, personal illness or injury, medical expenses, cancellation or curtailment of your trip

## **CLIENT RESPONSIBILITY**

The Client acknowledges he or she will be visiting places where the political, cultural and geographical attributes present certain risks, dangers and physical challenges greater than those present in her or his daily lives. By booking travel with the Company, the Client acknowledges she or he has considered the potential risks, dangers and challenges, and expressly assumes the risks attendant to such travel conditions. The Client is solely responsible for acquainting themselves with customs, weather conditions, physical challenges and laws in effect at each stop along the itinerary, and is encouraged to locate or make contact prior to embarkation with her/his local embassy or consulate in each destination.

## **ILLEGAL SUBSTANCES**

Kompass safaris do not allow Clients to carry any type of illegal drug on any of our trips. If the police checks and finds illegal drugs in a Client's bag or on his/her person, the company will not be held liable. The Client will be held liable and assume full responsibility for the consequences of carrying illegal drugs in a foreign country.

## **DISCOUNTS AND PROMOTIONS**

All discounts and reduced pricing are applied at kompass safari's will.

## **CLAIMS AND COMPLAINTS**

If a Client has a complaint against the kompass safaris, the Client must first inform the tour leader at the earliest opportunity to allow the grievance to be rectified. If satisfaction is not reached, the Client must contact the Company representative whilst on tour in order that the Company is provided the opportunity to rectify the matter. Failure to indicate dissatisfaction whilst on tour will reduce or extinguish the Client's ability to claim compensation from the Company

If satisfaction is still not reached through these means while the Client remains on the tour, any further complaint must be put in writing to the Company, via its Agents or direct office [kompassafaris@gmail.com](mailto:kompassafaris@gmail.com) within 7 days of the end of the tour. The Company will not accept any liability for claims received after this period.

## **OPTIONAL EXTRAS**

Optional extras do not form part of the tour or contract. It is understood and accepted by the Client that any assistance given by the tour leader or representative in arranging optional extras does not render the Company liable for optional extras. Accordingly, the Client hereby releases the Company from all claims and causes of action arising from any damages, loss of enjoyment, inconvenience, or injuries related to the quality of such products. Amongst others, optional extras include rafting, horseback riding, sightseeing, boat cruise, flights and other extras that are not included in the tour price.

## **LIABILITY**

The Company is not responsible for any improper or non-performance of any services forming part of the Contract which are wholly attributable to the fault of the passenger, the unforeseeable or unavoidable act or omission of a third party unconnected with the provision of any services to be provided under the Contract; unusual and unforeseeable circumstances beyond the control of the Company and/or the relevant supplier, the consequences of which could not have been avoided even if all due care had been exercised including (but not limited to) an event of force majeure

## **SUPPLIERS AND INDEPENDENT CONTRACTORS**

Hotels, shuttle services or other elements of a Package will be arranged by the Company with local suppliers, who may themselves engage the services of local operators and/or sub-contractors. The Company will at all times endeavor to appoint reputable and competent local suppliers.

## **BOOKINGS**

All online reservations and agency bookings shall be deemed as booked



## **PRIVACY POLICIES**

Kompass safaris will provide your personal information, as well as any personal information you provide in relation to the persons whose travel arrangements have been requested by you, to suppliers and carriers to enable the operation of the services requested by you. We do our utmost to protect your personal information.

## **ERRORS AND OMISSIONS**

Kompass safaris will make concerted attempt to verify the accuracy of statements made herein and the company cannot be held responsible for any error, omission or unintentional misrepresentation that may appear on this website and on the brochure

## **UPDATING OF TERMS AND CONDITIONS**

The Company reserves the right to update and/or alter these terms and conditions at any time, and it is the Client's responsibility to be familiar with them. The latest terms and conditions may be found on the Company [www.kompassafaris.com](http://www.kompassafaris.com).

