

Please read these conditions carefully. We want you to be satisfied with your holiday. On signing the booking form you will have warranted that you have read and accepted these conditions both on your behalf and all persons named.

Booking Conditions

1) Words and phrases used in these conditions

"The Company" shall mean "Migration" a trading name of Safari Drive Limited" "The Client" shall mean the person in whose name the booking is made. "Force Majeure" shall mean any event outside the control of the company as might prevent the prompt performance of its obligations, including war or threat of war, riot, civil strife, industrial disputes, terrorist activity, natural disaster, fire or adverse weather conditions, or acts of God.

2) Booking and Deposits

No contract shall be made and no booking valid between the Company and the Client until the client has received from the company written confirmation of the booking. Such confirmation shall be issued by the company (if the booking is accepted) after having first received a signed booking form and deposit and insurance premium (if required). Acceptance by the company of any booking is entirely at its discretion. Should the company not accept any booking it shall refund any deposit received. In any other case the deposit shall be refundable only in accordance with these conditions.

3) Terms of payment

Payment of the full price of the holiday with any additional charges imposed by any supplementary invoice, are payable on the date shown on confirmation/invoice. (i.e 8 weeks prior to the date of departure or by return within that period). The Company reserves the right to impose a supplementary charge and invoice to cover any of the subsequent charges as allowed by these Booking Conditions covering Prices and Surcharges and such charges become payable immediately. If any part of the balance of the holiday price remains unpaid by its due date the company reserves the right to treat the booking as cancelled, in which case the terms of these conditions concerning Cancellation by Client will apply. Any monies paid by the client to a travel agent are held by the travel agent as the Client's, until receipt of such monies by the company.

4) Prices and surcharges

It is to be noted that the invoice price may increase because of surcharges through government action, currency fluctuation, fuel price increase, over-flying charges, airport charges and taxes, increases in scheduled airfares. The Company will absorb an amount equivalent to 2% of the holiday price (excluding insurance premiums and any alteration charges under the Booking "Condition Alteration by Client"). But any amount in excess of 2% will be surcharged by the Company to the Client. Should the surcharge exceed 10% of the holiday price, (but excluding insurance premium) the Client will be entitled to cancel the holiday with a full refund of all monies paid, (except for any insurance premium and alteration charges). In the event that the Client should for this reason wish to cancel, the Client must exercise his right to do so by the company receiving within 14 days of the issue date printed on the surcharge invoice, written notice of cancellation. Any currency fluctuations, as might be deemed to be in favour of the company, does not entitle the client to any rights of cancellation.

5) Cancellation by the Company

Cancellation by the Company may occur at any time through Force Majeure, in which event the Company shall first offer alternative routing and dates but shall use its best endeavours to offer a holiday of similar standard and cost. Should the client not accept the alternative the company will refund all monies paid by the client (excluding any insurance premium or alteration charges). In addition should for any reason outside the Companies control the Company be unable to offer the booked holiday the Company will use its best endeavours to offer an alternative route and date and a holiday of similar standard and price which if not accepted by the client within seven days of it being offered will entitle the client to a refund of all money paid (except insurance premium and alteration charges).

Provided that the Company has used its best endeavours to comply with this booking condition the Company will not be liable for any breach of contract or claim that may arise as a result of any inconvenience suffered by the client.

6) Alterations by the Company

It is sometimes, due to political or environmental changes, rescheduling of air routes and times necessary to change your planned itinerary. Should that occur the Company will consult with the client and provide an alternative itinerary of a similar standard. A major change of the holiday arrangement might involve a change of airport, area of travel, outward and return time of departure by more than 12 hours, or offering a lower standard holiday than the one booked.

The Client has the choice of:- a) Accepting the changed arrangements as notified, b) Cancelling the holiday. If choice (a) No compensation is payable. If the alternative (b) occurs, the Company will refund all the monies paid and will pay compensation on the scale shown below. Compensation is not payable as a result of Force Majeure. Flight delays are not considered to be alterations by the Company.

7) Cancellation by the Client

Notice of cancellation by the client must be made in all cases in writing, signed by the person who signed the booking form. Cancellation is effective from the date of receipt by the Company of such notice. If cancellation notice is received by the company 56 days or more before the departure date, the client forfeits the deposit and insurance premium (and any alteration charges) only. After a period of 56 days the following percentage of the total holiday price will be payable as a cancellation charge. 56 - 42 days: 40%, 41- 31 days: 60%, 30 - 0 days: 100%. Should payment of the holiday cost not have been made in full then the client must pay the cancellation charge within 7 days of notification of cancellation by the client notwithstanding that the clients insurance policy may cover the cancellation it is for the client to claim any insurance money due from the insurers direct.

8) Alterations by the Client

If the client needs to change or cancel, timings, flights, accommodation, dates or names of party from that which was originally confirmed by the Company 42 days before departure the Company reserves the right to charge £25 per alteration required to cover the cost incurred. The Company reserves the right to re-calculate the holiday price for the remaining Clients taking into account the financial consequences of such partial cancellation. If a Client chooses to modify the arrangements after the commencement of the holiday i.e. change accommodation or duration of stay they will be deemed to be breaking their contract with the Company. The Company cannot therefore accept liability for any loss, damage or additional expenses and no refunds for unutilised services or arrangements will be made.

9) Liability of the Company.

Subject to these Conditions the Company accepts responsibility should the services it has contractually agreed to provide prove deficient or of an unreasonable standard (this does not apply to Force Majeure). The Company has taken all reasonable steps to ensure that proper arrangements have been made for all our holidays and that any equipment provided or services offered directly by the Company are both safe and efficient and reputable complying with local and national laws and regulations. The Company will not accept responsibility over things, persons or matters over which it has no direct control nor will it be held liable for death, injury or illness caused to clients unless through the direct negligence of any of the Company's employees, or agents.

10) Insurance

The Client must insure against cancellations and for medical and personal accident and all other usual travel risks, either through the Insurance Policy negotiated by the Company or by some other reputable company giving comparable or better cover under all sections of the policy and giving details of the company at the time the booking form is completed. In either event such policy as may be taken out by the client shall be independent of these conditions and shall be governed by such conditions as appertain thereto.

11) Disputes

Disputes arising out of or in connection with this contract which cannot be amicably settled may (if the Company wishes) be referred to arbitration under a scheme administered quite independently by AITO. The scheme provides for a simple and inexpensive method of arbitration on documents alone with restricted liability on the Client in respect of costs. The scheme does not apply to claims for an amount greater than £2500 per person. There is a limit of £10,000 per booking form. Neither does it apply to claims which are solely or mainly in respect of physical injury or illness, or the consequences of such injury or illness. The rules of the scheme provide that the arbitration must be made within nine months of the date of the holiday, but in special circumstances it may still be offered outside the period.

12) Wild Animals

Please be aware that your Safari may take you into close contact with wild animals. The Company cannot be held responsible in the unlikely event that an attack should take place. It is the responsibility of the Client to ensure their safety and the Company, nor their employees, nor their agents can be held responsible for any attack injury or accident that may occur during the Safari. However general assistance shall be afforded to clients who through misadventure, suffer illness, personal injury, or death arising out of an activity which does not form part of the foreign inclusive holiday.

13) Photographs

These are intended to give an overall impression rather than details of a specific place.

14) General

The facilities, local prices and amenities mentioned in this brochure are shown in good faith as generally being available. Should local prices vary, or facilities not be available at certain times as a result of weather conditions, lack of support etc. the Company cannot be held responsible.

15) Conditions of Vehicle Hire

(i) Drivers must be over 25 years old, have at least 2 years driving experience and produce a valid licence. (ii) Our rates include third party cover. (iii) Collision Damage Waiver (CDW) Our rates include Collision Damage Waiver at a rate of £15 per day, the renter will be liable for the first £750 for loss of or damage to the Safari Drive vehicle or equipment. The renter will also be liable for tyres (including punctures), windscreen, windows and lights however the damage is caused. Personal property is not covered. (iv) Should any damage or loss occur to the vehicle or equipment as a result of the direct or indirect negligent, reckless, or malicious use of the vehicle or equipment by the hirer or any other person, then the Hirer shall reimburse the company for all losses incurred howsoever, including where such policy of insurance as may have been underwritten is avoided by the insurer. (v) In event of mechanical defect or accident the Company will use its best endeavours to repair and/or replace the vehicle at its entire discretion. (vi) The company will not refund the client for any loss of use of its vehicles or loss of holiday, due to mechanical defect.