



# African Photography Safaris

With Alan Hewitt & Kaleel Zibe

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## TERMS AND CONDITIONS

**THE INEVITABLE SMALL PRINT! PLEASE READ CAREFULLY. BY RETURNING YOUR INFORMATION FORM YOU ARE ENTERING INTO A CONTRACT WITH US AND AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS. CHEERS, KALEEL AND ALAN**

### DEFINITIONS

African Photography Safaris is a trading name of Kaleel Zibe and Alan Hewitt and, for the purposes of this document will be referred to as the 'Company'.

These Terms and Conditions form the basis of the contract between the Company and you, the customer or client, referred to hereafter as the 'Client'.

Any product that the Company sells where a leader is present, such as a workshop, safari, trip, tuition or any other similar product shall be referred to hereafter as the 'Trip or Workshop', or 'Trips or Workshops' for the plural.

Any reference to Trip or Workshop details as listed on the company's website or other product material shall be referred to hereafter as 'Product Details'.

Any payment that is mentioned in a Trip or Workshop's Product Details where that payment is due by a specific date shall be referred to hereafter as a 'Scheduled Payment'.

At the time of reserving a place on one of the Company's Trips or Workshops, the Client may be asked to fill in an information form (or provide such information electronically by email) to gather personal information pertinent to the Trip or Workshop the Client will be participating in. This information may include medical or dietary information relevant to the Trip or Workshop and shall be referred to hereafter as the 'Information Form'.

### BOOKINGS AND DEPOSITS

Where the Product Details state that a deposit is required, this deposit is non-refundable and is required to reserve a place for the Client on that Trip or Workshop. If a deposit is not mentioned in the Product Details, the full price of the Trip or Workshop is payable at the time of booking.

If an Information Form is required for a Trip or Workshop, each Client must fill in an Information Form and return it to the Company within 21 days of the request for the Information Form being made. If the Information Form is not returned within the timescale stated above, the Company reserves the right to cancel the Client's booking on the Trip or Workshop and will retain the non-refundable deposit, subject to the clauses relating to Cancellation and Refunds.

For the avoidance of doubt, a booking is deemed to have been made for a Client on a Trip or Workshop when the Company confirms in writing that the booking has been made. This will be at the point that both the Client's deposit and Information Form have been returned to The Company (within the timescale mentioned above). At this point, a contract is entered into between the Company and the Client.

A place on the Trip or Workshop is not fully guaranteed to the Client until the full amount owing for that Trip or Workshop has been received.

The Client is responsible for providing accurate, complete and correct information on the Information Form and in all other communications with the Company and the Company will not be liable for any costs incurred due to inaccurate, incomplete or incorrect information supplied to the Company.

### PAYMENTS

If a Trip or Workshop's Product Details state that a deposit plus one or more Scheduled Payments are required, each Scheduled Payment must clear in the Company's bank account by the date specified for that Scheduled Payment in the Product Details, otherwise the Company reserves the right to cancel the Client's place on the Trip or Workshop and to keep all monies paid up to that point by the Client.

If no payment dates for Scheduled Payments are specified in the Product Details, the full balance for any Trip or Workshop is due 90 days before the start date of the Trip or Workshop, or, if specified in the Product Details, immediately upon booking the Trip or Workshop.

Payments can be made by direct bank transfer, debit / credit card via PayPal or other internet payment gateway (as specified in the Product Details) or personal cheque. Bank transfers are the preferred method. There may be a surcharge for PayPal or other internet payment gateways. If so, this will be specified in the Product Details. Similarly, if there is a restriction on methods of payment, this will be obvious when booking.

### ALTERATIONS, DELAYS AND LIABILITIES

The type of Trips or Workshops the Company offers inherently require flexibility on the part of the Client and the Client must allow for alternatives made in good faith by the Company. For this reason, the Product Information must be taken as an indication of what might take place on the Trip or Workshop and not as a contractual obligation on the part of the Company.

The Company reserves the right to alter the price or Product Details of a Trip or Workshop, or cancel any Trip or Workshop prior to the scheduled Trip or Workshop date for any reason whatsoever. Should a change in price or substantial alteration of the Product Details become necessary, the Client will then have the choice of accepting

the change, transferring to an alternative Trip or Workshop (in this instance if the new Trip or Workshop is of a lower price the Company will refund the difference to the Client) or withdrawing from the contract and accepting a full refund of all monies paid to the Company. The Company is not responsible for any expenses incurred by the Client relating to this clause.

The Company reserves the right to make any changes it deems necessary to the itinerary or to substitute accommodation, transport arrangements, vehicles, guides, leaders or any other aspects of the Trip or Workshop if it becomes necessary.

The itinerary of a Trip or Workshop is given as an example only and as an indication of the type of activities provided. The Company will endeavour to provide the most exciting and interesting Trip or Workshop, but due to the nature of wildlife photography, it is impossible to guarantee exact itineraries, photo opportunities or appearances by wildlife of any sort. Inherently any Trip or Workshop of this nature can change due to any factor including but not limited to weather, local events, unrest, war, terrorism, or any other factor and the Client should expect to be flexible with the itinerary.

If the leader for the Trip or Workshop is unable to attend due to illness or other circumstances beyond the control of the Company then another competent leader will be provided if practicable. When another leader cannot be found and the Company must cancel the Trip or Workshop, the Client will be able to choose to transfer to another Trip or Workshop worth the same value or less than the Trip or Workshop (where the Company will refund the difference if this new Trip or Workshop costs less than the cancelled workshop), to hold a credit against a future Trip or Workshop, or to ask for a full refund.

Whilst the Company will always try to accommodate Clients arriving for the start of a Trip or Workshop from different places and at different times, if the Client is due to meet the Trip or Workshop leader or the Company's representative at an agreed place and time and fails to arrive within a reasonable time (or does not arrive within a time that would otherwise mean missing the next leg of the Trip or Workshop's itinerary), the Company cannot guarantee to be able to meet the Client and the Client will be liable for their own arrangements and expenses incurred in arranging transport or accommodation in order to meet up with the Trip or Workshop as a result. No refunds or credits in whole or in part will be paid by the Company where clients are late to start a Trip or Workshop. A Trip or Workshop cannot be extended or otherwise altered due to the late arrival of a Client, regardless of the reason for the late arrival.

If the Trip or Workshop requires travel to the start and from the finish of the Trip or Workshop, the Client is solely responsible for these travel arrangements and costs, except where it is specified in the Product Information that this is provided by the Company in whole or in part. On request, the Company will attempt to recommend practical options for these travel arrangements, but cannot be held responsible for the booking of these travel arrangements or their costs. The Company cannot be held responsible for incorrect advice it gives in good faith relating to these travel arrangements.

It is the Client's sole responsibility to obtain travel insurance (including medical insurance) and camera and personal effects insurance as well as any other appropriate insurance necessary for attending a Trip or Workshop. Travel insurance should include extended medical insurance, emergency evacuation, cancellation due to Foreign & Commonwealth Office or other competent warnings not to travel, cancellation and personal property.

The Company cannot be held responsible for any loss or damage to the Client's equipment or for any claim for travel disruption, Client illness, injury or death, or that of any other person unless arising from the negligent act of the Company, its employees, accommodation or transport providers, or any other third party.

Any legal claims shall be subject to English law in respect of any question of liability or quantum and all proceedings shall be within the exclusive domain of the English courts.

The Company cannot be held liable for any change to the Trip or Workshop dates, itinerary or content, or costs associated with these changes for any reason outside of the control of the Company, including but not limited to bad weather, illness, government intervention, war, terrorism, transport delays or cancellations.

The Company does not accept liability for any loss or additional expenses incurred by the Client and caused by delay or interruption to travel services for any reason including but not limited to weather, civil disturbance, industrial action, strikes, wars, terrorism, government intervention, environment or sickness. Such losses or additional expenses are the sole responsibility of the Client.

Any medical expenses incurred by the Client must be paid for by the Client. The Company cannot be liable for any medical fees.

In the event that the Client wishes to leave a Trip or Workshop of their own volition earlier than the end time, the Company shall not be liable for any expenses or travel arrangements involved in this early departure. In this instance, no requests for refunds or credits will be entertained by the Company.

Any advice the Company gives to the Client including but not limited to camera gear recommendations, clothing, baggage, travel documents, climate, insurance, travel arrangements, vaccinations and suchlike shall be given in good faith and should not be construed as contractual in nature. The Company will not accept any liability whatsoever for any consequence of advice given in good faith.

## **GROUPS**

The maximum number of Clients on a Trip or Workshop is defined by Clients only and does not include the leader / instructor, guides, handlers, accommodation staff or anyone else. The Company reserves the right to allow more than the maximum number of people on a Trip or Workshop if it is felt that it would not adversely affect the harmony of the group.

The Company may run multiple Trips or Workshops at the same time and place with additional leaders / guides.

For some Trips or Workshops, there may be a minimum number of Clients that make that Trip or Workshop viable for the Company. In this instance, the Trip or Workshop will only go ahead if at least that minimum number of Clients has been reached.

## **ACCOMMODATION**

Unless stated otherwise in the Product Details, accommodation is provided based on twin rooms for two people sharing (or double rooms where requested by a couple). The Company will attempt to match individual travellers of the same sex in one twin room and if this is not available, will put single travellers in their own room at no extra cost to the Client.

If the Client requests a room to themselves on a single occupancy basis where the room would normally accommodate more than one person, a single supplement may be charged in addition to the headline price of the Trip or Workshop. This will either be stated in the Product Information or in a communication from the Company to the Client at the time of booking.

## **SPECIAL REQUIREMENTS**

If the Client has specific dietary or medical requests and has informed the Company of these requests on the Information Form, the Company will inform anyone relevant on the Trip or Workshop about these requests and will do its best to ensure that these requests are adhered to. However, the Company cannot guarantee that these requests will be met and can accept no liability for the requests not being fulfilled in part or in full.

## **TRAVEL DOCUMENTS, CLIENT HEALTH AND FITNESS**

For overseas trips, the Client must be in possession of a valid passport with at least 6 months left to run after the scheduled end of the Trip or Workshop. The Client is responsible for obtaining any visas or other travel permits or documents that are necessary for entry into any of the countries visited.

Similarly, the Client is responsible for any inoculations that are a requirement for entry into that country and they must also be in possession of any associated medical documentation to that effect where this is required for entry into a country.

If medication such as anti-malarials or similar drugs are recommended for entry to the area(s) that the Trip or Workshop takes place in, it is the Client's sole responsibility to source these, pay for them, bring them on the Trip or Workshop and take them as prescribed.

The Client must be in good enough general health to be able to participate in the Trip or Workshop. A Client with any medical condition that may affect their ability to attend and participate in the functions of a Trip or Workshop must tell the Company in advance of the Trip or Workshop on the Information Form. Failure to declare this could result in the cancellation of the Client's booking on medical grounds at the Company's discretion with no refund or credit given by the Company. If the Client has any doubts about their health or other capacity to attend the Trip or Workshop, they should seek medical advice from a qualified medical doctor prior to booking the Trip or Workshop.

In the event of the Client having a medical emergency on the Trip or Workshop, the Company will endeavour to help in any way possible, but this will have to be balanced with the needs and welfare of the remaining Trip or Workshop Clients. The Company cannot be held liable for any costs or other responsibilities arising from a Client's medical emergency and it is the Client's sole responsibility to have adequate medical insurance cover for the duration of the Trip or Workshop, except where this emergency cover is provided for by The Company as stated in the Product Information.

## **CLIENT CONDUCT**

The Client is required to behave in a manner conducive to the harmony of the group of people on a Trip or Workshop. The Company reserves the right to exclude a Client from the Trip or Workshop who exhibits antisocial behaviour.

The Company also reserves the right to exclude a Client for any behaviour that would cause harm or adversely affect the welfare of wildlife and the Client must follow the instructions and heed the warnings of the Company and its guides and representatives at all times.

If a client has to be removed from a Trip or Workshop, any expenses or arrangements will fall solely to the Client and no requests for refunds or credits will be entertained by the Company.

Any fines or penalties incurred by a Client from any authority for any conduct, whether illegal or not, shall be the sole responsibility of the Client. The Client will be liable for any fines or penalties charged to the Company in relation to a Client's behaviour.

The Company reserves the right to cancel the Client's booking at any time and for any reason whatsoever. The Company's decision to cancel a booking on any Trip or Workshop is final and shall be at its sole discretion. Should the Company cancel a booking for reasons other than already mentioned, it will refund all payments received from the Client and this will be the limit of the Company's liability.

Any expenses incurred by the Client relating to a declined booking shall be the responsibility of the Client.

The Client's acceptance of these Terms and Conditions signifies the acceptance of authority of the leader of the Trip or Workshop to

make decisions affecting the group or individuals. Should the Company or anyone acting on its behalf be required to incur legal costs to enforce this agreement, the Client agrees to indemnify and hold them harmless for all such costs. This agreement and any disputes hereunder shall be governed by and construed in accordance with English laws. In the event a lawsuit is filed, the Client agrees to do so solely in the UK.

## **PHOTOGRAPHY, COMMERCIALITY AND COPYRIGHT**

The Company reserves the right to take images and make video recordings of the Trip or Workshop and the Clients participating therein for promotional purposes. The Client grants the Company permission to use such images and videos for promotional purposes. If the Client wishes to refuse images or video of themselves for this purpose, they should write to the Company expressing their wish within 14 days of the end of the Trip or Workshop.

The copyright for all images, videos, recordings, copy, media of any kind, materials and any other intellectual property on the Company's website and all Company owned materials is owned by the Company unless otherwise stated.

The photography and videos used on the website and other promotional material relating to Trips and Workshops should be taken as giving an illustration of the type of content that the Trip or Workshop contains, even if there are some images or video clips that might not have been taken on the specific Trip or Workshop.

The copyright of all images and videos taken by the Client is owned by the Client and the Company calls for no restriction in the use of these images and videos, save for where they would bring the Company or its employees or representatives into disrepute. Consistent with copyright law, the Client is free to use their own images and videos for personal use and commercial gain.

## **CANCELLATION AND REFUNDS**

The Company must receive written notice of cancellation from the client. If notice is received within 120 days of the start date of the Trip or Workshop (90 days where the Trip or Workshop is a single day workshop), the full Trip or Workshop price minus the deposit will be refunded to the Client. Otherwise, no refunds will be paid.

Trips and Workshops are sold as whole entities only and no partial refunds will be made for any unused services or parts of a Trip or Workshop for any reason whatsoever. Refunds will not be given in part or in full for unused rooms in accommodation, meals, rental equipment, missed days due to the Client's late arrival or any other Trip or Workshop arrangements made by the Client for any reason whatsoever.

Trips or Workshops are only transferrable at the Company's discretion.

## **COMPLAINTS**

The Client must communicate any problem in relation to the Trip or Workshop to the Company immediately, therefore giving the Company the opportunity to achieve a satisfactory resolution. Should this not be possible, the Client should make their complaint known to the Company in writing within 28 days of the completion of the Trip or Workshop.

## **DECLARATION**

By returning your information form, you (the Client) acknowledge and confirm that you have read and understood these Terms & Conditions in full and agree to accept and be bound by all of the conditions herein.

You also confirm that these Terms & Conditions will be binding on your heirs, next of kin, executors, administrators and successors, and that this is the entire understanding between you and the Company and cannot be modified or changed in any way by any statements or representations by you or by the Company.

If you are booking on behalf of more than one person attending the Trip or Workshop, you are all jointly and severally bound by all the terms and conditions in this. The person who makes the payment does so on behalf of all the individuals included in the booking so that they and you all are bound jointly and severally by these Terms and Conditions.

No modifications to these Terms and Conditions can be accepted.

Thanks,  
Kaleel and Alan, African Photography Safaris