African Photography Safaris

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TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS RELATE SOLELY TO TRIPS AND WORKSHOPS THAT WE AS AFRICAN PHOTOGRAPHY SAFARIS RUN DIRECTLY OURSELVES. FOR TRIPS AND WORKSHOPS THAT WE LEAD FOR OTHER ORGANISATIONS, SUCH AS PENDA PHOTO TOURS, PLEASE REFER TO THEIR TERMS AND CONDITIONS.

THE INEVITABLE SMALL PRINT!

PLEASE READ CAREFULLY. YOU ARE ENTERING INTO A CONTRACT WITH US WHEN YOU PAY A DEPOSIT AND WE CONFIRM YOUR BOOKING. AT THIS POINT, YOU ARE AGREEING TO BE BOUND BY THESE TERMS AND CONDITIONS.

CHEERS,
KALEEL AND ALAN

DEFINITIONS

African Photography Safaris Ltd. is a registered limited company in the UK with registration number 16569198. For the purposes of this document, it will be referred to as 'the company', 'we', 'us' or 'our'.

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

Any product that we sell where a leader is present, such as a workshop, safari, trip, tuition or any other similar product will be referred to hereafter as the 'trip', or 'trips' in the plural. This is just for clarity of language but could mean any of those products.

Any reference to trip details as listed on our website or other product material will be referred to hereafter as 'product details'.

Any payment that is mentioned in a trip'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 our trips, you may be asked to fill in an information form (or provide such information electronically by email, electronic form or messaging service) to gather personal information pertinent to the trip you will be participating in. This information may include medical, dietary, and other information relevant to the trip and will 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 if you cancel (unless we cancel or significantly change the trip, as set out below), and is required to reserve a place for you on that trip. The deposit covers initial booking costs and financial commitments to our suppliers and is therefore non-refundable. If a deposit is not mentioned in the product details, the full price of the trip is payable at the time of booking.

If an information form is required for a trip, you must complete this and return it to us within a timely manner.

You should read these Terms and Conditions in full before paying in part or in full for a trip.

For the avoidance of doubt, a booking is deemed to have been made when you pay for a trip in part (by deposit), or any other amount including the full amount, and we confirm in writing (by email, letter, or any other form of electronic correspondence) that the booking has been made. At this point, a contract is entered into between you and us.

A place on the trip is not fully guaranteed to you until the full amount owing for that trip has been received.

You must provide accurate and complete information on the information form (e.g. health conditions, dietary requirements etc.). We cannot be liable for any costs or problems caused by incorrect or incomplete information provided by you.

PAYMENTS

Your money is protected by being held in an independent trust account operated by Protected Trust Services (PTS). We are a Trusted Operator with PTS membership no. 6355 and you can check our membership at:

https://www.protectedtrustservices.com/member-listing/african-photography-safaris-ltd



All payments for your trip are paid into, and held in, this trust account. We will give you the payment details or a secure payment link with your booking confirmation or invoice. If you ever pay us directly by mistake, we will transfer the money into the trust account promptly.

If a trip's product details state that a deposit and further scheduled payments are required, each payment must clear in the trust account by that payment's due date. If it doesn't, the missed payment terms below apply.

If no payment schedule is given, the full balance is due three calendar months before the start date of the trip, or, if specified in the product details, immediately upon booking the trip.

If you miss a scheduled payment, we will remind you. If payment is not received within 14 days of the due date, we reserve the right to cancel the booking. Missing a payment may be treated as a cancellation by you, subject to our standard cancellation charges (see the Cancellation, Refunds and Transfers section).

Payments can be made by bank transfer to the trust account, or by debit / credit card using a secure payment link that we send you, which also pays directly into the trust account. Bank transfer is the preferred method. If there is a restriction on methods of payment, this will be obvious when booking.

PRICE CHANGES

Once your booking is confirmed, we will only increase the price of your trip as a direct result of changes in: (a) the cost of carrying passengers resulting from the cost of fuel or other power sources (for example, a fuel surcharge on internal flights); (b) taxes or fees charged on the travel services in your trip by third parties not directly involved in providing them, such as tourist taxes, landing taxes or airport fees; or (c) the exchange rates relevant to the trip.

Any increase will be calculated by passing on the actual change in the cost concerned, shared equally between the clients on the trip where the cost applies to the group as a whole. If any of these costs fall before the trip starts, you are entitled to a corresponding price reduction, from which we may deduct our actual administrative expenses. We will provide proof of these expenses if you ask.

We will notify you of any price increase in writing, explaining the reason and showing how it has been calculated, no later than 20 days before the trip start date. We will not increase the price after that point.

If a price increase is more than 8% of the total price of your trip, you will have the choice of accepting it, transferring to an alternative trip, or cancelling and receiving a full refund of all monies paid to us within 14 days. We will give you a reasonable deadline to make your choice.

INSURANCE

It is your responsibility to obtain travel insurance which includes medical cover, emergency evacuation, trip cancellation and personal effects insurance (including camera gear cover), as well as any other appropriate insurance necessary for attending a trip. This is not an exhaustive list of cover, so if you're not sure, please contact a competent insurer for full advice.

We strongly recommend that you book refundable flights and have travel insurance to cover any travel costs in case we or you must cancel the trip. We cannot cover any personal costs such as airfares (other than those included in the trip), or equipment purchases, in the event of changes or cancellation, which is why comprehensive travel insurance is essential.

We can't accept liability for any loss or damage to your equipment or for any claim for travel disruption, your illness, injury or death, or that of any other person unless arising from the negligent act or omission of us, our employees, agents or suppliers (see also the Complaints and Legal Details section).

We can't accept liability for any change to the trip dates, itinerary or content, or costs associated with these changes for any reason outside of our control, including but not limited to bad weather, illness, government intervention, war, terrorism, transport delays or cancellations.

We can't accept liability for any loss or additional expenses incurred by you and caused by delay or interruption to travel services for any reason including but not limited to weather, civil disturbance, industrial action, strikes, wars, riots, terrorism, government intervention, customs, environment, sickness, epidemic, pandemic, quarantine, or acts of God. Such losses or additional expenses are your sole responsibility.

We can't accept liability for any medical expenses. Any medical expenses incurred by you must be paid for by you or your insurer.

ALTERATIONS, DELAYS AND LIABILITIES

The type of trips we offer inherently require a certain amount of flexibility on your part and you must allow for alternatives made in good faith by us. For this reason, the day-to-day itinerary, activities and wildlife sightings described in the product details must be taken as an indication of what might take place on the trip and not as a guarantee.

We reserve the right to alter the product details of a trip, to change the price only as set out in the Price Changes section, or to cancel any trip prior to the scheduled trip date. However, should a price increase of more than 8%, a substantial alteration of the product details, or a cancellation become necessary, you will then have the choice of accepting the change, transferring to an alternative trip (in this instance if the new trip is of a lower price we will refund the difference to you) or withdrawing from the contract and accepting a full refund of all monies paid to us within 14 days. We are not responsible for any expenses incurred by you relating to this clause.

We reserve the right to make any changes we deem necessary to the itinerary or to substitute accommodation, transport arrangements, vehicles, guides, leaders or any other aspects of the trip if it becomes necessary. Any changes made will not diminish the overall trip's value or enjoyment, and if a major element is unavailable, an equivalent alternative will be provided if possible.

The itinerary of a trip is given as an example only and as an indication of the type of activities provided. We will endeavour to provide the most exciting and interesting trip. The itinerary and wildlife sightings cannot be guaranteed. We may change the schedule, accommodation, or other details if needed; for example, due to weather, local conditions, or safety concerns. We promise to deliver an equivalent experience, and any major change gives you the option for a full refund.

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

Whilst we will always try to accommodate clients arriving for the start of a trip from different places and at different times, if you are due to meet the trip leader or our representative at an agreed place and time and you fail to arrive within a reasonable time (or don't arrive within a time that would otherwise mean missing the next leg of the trip's itinerary), we cannot guarantee to be able to meet you and you will be liable for your own arrangements and expenses incurred in arranging transport or accommodation in order to meet up with the trip as a result. No refunds or credits in whole or in part will be paid by us if you are late to start a trip. A trip cannot be extended or otherwise altered due to your late arrival, regardless of the reason for the late arrival.

If the trip requires travel to the start and / or from the finish of the trip, you are solely responsible for these travel arrangements and costs, except where it is specified in the product details that this is provided by us in whole or in part. On request, we 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. We cannot be held responsible for incorrect advice we give in good faith relating to these travel arrangements.

We will inform you of any significant change or cancellation as soon as possible, and you will have prompt options to accept the change, choose a different trip, or receive a full refund.

If you wish to leave a trip of your own volition earlier than the end time, we shall not be liable for any expenses or travel arrangements involved in this early departure. In this instance, no requests for full or partial refunds or credits will be entertained by us.

GROUPS

Where a maximum group size is specified, the maximum number of clients on a trip is defined by the clients only and does not include leaders / instructors, guides, handlers, accommodation staff or anyone else.

We aim to keep group sizes to the advertised maximum. In exceptional circumstances, we reserve the right to allow more than the maximum number of clients on a trip, but this will only be done if it does not impact your experience.

An example might be that we allow an extra client (with their agreement) to sit next to the driver of a safari vehicle - rather than the back, as normal - if they don't intend doing much photography themselves. This doesn't affect the space available or photographic opportunities of you in the back of the vehicle. Sometimes we use more than one safari vehicle, so this could add more than one client to the trip's maximum number without affecting your enjoyment.

For some trips, there may be a minimum number of clients that make that trip viable for us to run. In this instance, the trip will only go ahead if at least that minimum number of clients has been reached. Again, this minimum number will consist of clients only, excluding leaders / instructors, guides, drivers, etc. We will give you at least 30 days' notice if the trip must be cancelled because of this reason and a full refund will be given.

If you have any concerns about group size, please bring that to our attention.

ACCOMMODATION

Unless stated otherwise in the product details, by default, you will share a twin room with another guest of the same sex (we will pair solo travellers). Couples can request a double room. If we can't find someone for you to share with, we'll give you your own room at no extra charge.

If you request a room to yourself 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. Please see the trip website for the single supplement cost, if applicable.

SPECIAL REQUIREMENTS

If you have any specific dietary, medical or accessibility requests or requirements please tell us about these on your information form. We will relay these needs to our partners and do everything reasonably possible to accommodate them. However, we cannot guarantee that every request can be met in all locations, and we will not be liable if a third party fails to comply. We strongly recommend bringing any essential snacks / medications / equipment you need.

If you have very specific requirements (e.g. severe allergies), please contact us to discuss them before booking so we can advise on feasibility.

TRAVEL DOCUMENTS, CLIENT HEALTH AND FITNESS

For overseas trips, you must be in possession of a valid passport with a certain minimum number of months left to run before passport expiry. The number of months varies depending on the destination country, but a safe bet is to ensure your passport has at least six months to run after the date you will leave the country on completing the trip.

You are responsible for obtaining any visas or other travel permits or documents that are necessary for entry into any of the countries visited. We will try to help you with the process of obtaining any necessary visas for the destination country, but it is your responsibility to ensure you have the correct travel documents.

Similarly, you are responsible for any inoculations that are a requirement for entry into that country and must carry any associated medical documentation as proof of these inoculations.

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

You must be in good enough general health to be able to participate in the trip. By booking, you confirm you are physically fit enough for the trip's activities. For safaris, this will mostly be vehicle-based, but there will be some walking between camp and vehicles and climbing into and out of vehicles. If you have any doubts, please contact us beforehand. If you have any medical conditions that may affect your ability to attend and participate in the functions of a trip, you must tell us in advance of the trip on the information form. You may wish to consult a medical doctor for advice. If you don't tell us about a medical condition that is relevant to your safe participation, we reserve the right to cancel your booking on arrival with no refund.

If you have any doubts about your health or other capacity to attend the trip, you should seek medical advice from a qualified medical doctor prior to booking the trip.

In the event you have a medical emergency on the trip, we will endeavour to help in any way possible. We will assist in getting medical attention or evacuation arrangements, but any third-party costs (hospital, evacuation, etc.) must be paid for by you or your insurer. It is your responsibility to have adequate medical insurance cover for the duration of the trip.

CLIENT CONDUCT

You are required to behave in a manner conducive to the harmony of the group of people on a trip. We reserve the right to exclude you from a trip if you exhibit antisocial behaviour that negatively affects other members of the group.

Behaviour that justifies removal includes endangering yourself or others, harassment of wildlife or people, illegal activities (e.g. drug use, poaching), damage to property, or any other conduct that seriously disturbs the trip.

We will give you fair warning before a dismissal and the opportunity to rectify behaviour, except where conduct has been egregious.

You must follow the instructions and heed the warnings that we and our wildlife guides and representatives give at all times.

Please note that, whilst these Terms and Conditions and the contract between you and us is enforceable in UK courts, when on a trip in a foreign country, your conduct (and ours) is subject to the laws of that country. Any fines or legal issues will be handled under the legal system of that country.

If you must be removed from a trip, any expenses or arrangements will fall solely to you and no requests for refunds or credits will be entertained by us. If we remove you from a trip, you will be responsible for making your own travel and accommodation arrangements from that point. Of course, we will help to coordinate transport for you to the nearest town or safe location if necessary, but any costs will be your responsibility.

You will be responsible for any fines or penalties incurred by you from any authority for any conduct, whether due to illegal activity on your behalf or not. You will also be liable for any fines or penalties charged to us if you caused them.

We reserve the right to refuse or cancel any booking if we genuinely believe there are valid reasons (for example, concerns about a client's fitness for the trip, or other factors that could impact the trip). In such cases not related to your breach of these terms, we will issue a full refund of all monies paid. This will be the full extent of our liability except as required by applicable law. Any expenses incurred by you relating to a declined booking will be your responsibility.

Your acceptance of these Terms and Conditions signifies the acceptance of authority of the leader (us) of the trip to make decisions affecting the group or individuals.

PHOTOGRAPHY, COMMERCIALITY AND COPYRIGHT

We love capturing moments from our safaris and often take still images, video and audio recordings of our clients having amazing experiences on trips. By joining us, you're granting us a perpetual permission to use these images, videos and audio recordings for promotional purposes without compensation. We will only use these in a respectful way that doesn't misrepresent you and will only use them in accordance with applicable data protection law. If you're uncomfortable with this, please write to us within 14 days of the end of the trip to opt out.

The copyright for all still images, videos, audio recordings, copy, media of any kind, materials and any other intellectual property on our website and all company-owned materials is owned by us unless otherwise stated.

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

The copyright of all images, videos or other media recorded by you is owned and retained by you and we call for no restriction in the use of these media. Please don't use any photos or videos you take in a manner that would defame or damage our company's or team's reputation though. Consistent with copyright law, you are free to use your own images, videos and other media recorded on the trip for your own personal use or commercial gain.

CANCELLATION, REFUNDS AND TRANSFERS

Please give us written notice if you need to cancel. This can be in electronic form.

The amount we refund depends on how far in advance you cancel. We have some fixed trip costs and some timed costs to our suppliers. Because of this, the deposit is always non-refundable. The closer it gets to the trip's start date, the more likely we'll have had to pay costs for the trip that are unrecoverable and there's less time to try to re-sell that place on the trip. So, if you know you need to cancel, please do this as soon as you can. Here's a summary of our refund policy:

MORE THAN 3 MONTHS

If you cancel more than three calendar months before the trip start date, we will refund all payments you have made minus the deposit. The deposit is non-refundable.

1 TO 3 MONTHS

If you cancel between one and three calendar months before the trip start date, we will refund 50% of the balance of the trip after the deposit has been taken off. The deposit is non-refundable. Obviously, if you haven't paid any more than the deposit by this point, there won't be anything to refund.

LESS THAN 1 MONTH

If you cancel less than one calendar month before the trip start date, we cannot offer any refund - you will forfeit the full trip price.

This is why travel insurance that is taken out at the time of booking and covers cancellation is strongly recommended.

Any refunds will be processed to the original payer within 14 days of cancellation.

Trips are sold as whole entities only and no partial refunds will be made for any unused services or parts of a trip.

Trips are sold as a package, so if you choose not to use some element, or arrive late / leave early, we can't offer partial refunds for things like unused rooms in accommodation, meals, rental equipment and so on. Again, travel insurance may cover certain missed portions in some cases.

You can request to transfer your booking to another person if you can't travel, provided that person meets all the conditions of the trip and they must accept these Terms and Conditions. You must give us reasonable advance notice (at least seven days before the trip start date) so we can make arrangements. We will not unreasonably refuse a transfer request. Both you and the person taking your place will be jointly and severally liable for any remaining balance and any transfer fees or costs incurred (for example, change of name on reservations). We'll inform you of any fees, which will be limited to our direct costs. If you want to transfer your booking, please contact us as soon as possible to discuss feasibility.

COMPLAINTS AND LEGAL DETAILS

Please let us know immediately if you have any issue during the trip: we want to fix problems on the spot if we can. Don't hesitate to speak to your trip leader about any concern. If we can't resolve it fully during the trip, please send us a written description of your complaint within 30 days after the trip so we can investigate and address it promptly.

We'll do our best to resolve any complaints. If you're still unhappy, we can suggest an independent dispute resolution service in the UK to review the matter (such as a mediation or arbitration scheme), or ultimately you may pursue legal action.

Please send your written complaint to us at our UK office or via email or WhatsApp. Contact details are at the top of this document. Note: making a complaint under this procedure does not affect your legal rights.

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

We cannot be held responsible for any loss, injury or death unless caused by the negligent act or omission of us, our employees, agents or suppliers in providing the services included in your trip. Nothing in these Terms and Conditions excludes or limits any liability that cannot be excluded or limited by law, including liability for death or personal injury caused by our negligence and our obligations under the Package Travel and Linked Travel Arrangements Regulations 2018.

Any advice we give to you 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. We will not accept any liability whatsoever for any consequence of advice given in good faith.

DECLARATION

By entering into a contract with us, you acknowledge and confirm that you have read and understood these Terms and Conditions in full and agree to accept them and be bound by them.

You also confirm that these Terms and Conditions will be binding on your heirs, next of kin, executors, administrators and successors, and that these Terms and Conditions, together with the product details and our written confirmation of your booking, form the entire agreement between you and us. They can only be changed as set out in these Terms and Conditions, or if we both agree in writing.

You agree that if booking a trip on behalf of more than one person, you and all parties you are booking for are all jointly and severally bound by these Terms and Conditions.

Thanks,
Kaleel and Alan

African Photography Safaris Ltd.