

Chimhavira Overland Safaris cc

Terms & Conditions



Chimhavira Overland Safaris cc require all of our clients to read our 'Terms and Conditions' and sign our indemnity form prior to departing on safari. This confirms that you have read and accepted our terms and conditions - both on your behalf as well as for all the persons named on the form.

Words used in our Booking Form and Terms and Conditions

We use the word 'us' or 'we' or 'your' to refer to Chimhavira Overland Safaris cc. Whereas any references to the words 'guest' or 'client' refers to the person in whose name the booking is made. 'Force Majeure' shall mean any event outside of our control which might prevent prompt action on our behalf - including war or threat of war, riot, civil strife, industrial disputes, terrorist activity or natural disaster, fire, adverse weather conditions or 'Acts of God'.

Booking and Deposits

No contract shall be made and no booking valid between Chimhavira Overland Safaris cc and our clients until we have received a signed booking form and deposit. The acceptance of any booking is entirely at our discretion. Should we decide not to proceed with a booking we shall refund any deposit received.

Terms of Payment

We expect the full price of the safari with any additional charges (mainly for unspecified activities, additional accommodation etc booked on your behalf and as directed by you) imposed by any supplementary invoice to be paid two months prior to departure or as specified on the invoice. Chimhavira Overland Safaris cc reserves the right to raise an invoice to cover any subsequent charges/changes as may be necessary, and which are payable immediately upon presentation of an invoice. If any part of the balance of the holiday price remains unpaid by its due date, we reserve the right to treat the booking as cancelled - in which case the terms and conditions concerning 'Cancellation by Client' will apply. Payment should be made as a fixed US\$ amount into our nominated bank account with all bank charges payable by yourself.

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 etc. Chimhavira Overland Safaris cc will absorb an amount equivalent to 2% of the holiday price quoted (excluding any alteration charges under the booking condition 'Alteration by Client'), but any amount in excess of 2% will be surcharged to the client. Should the surcharge exceed 15% of the holiday price, the client will be entitled to cancel the holiday with a full refund of all monies paid (except for any deposits and alteration charges). In the event that the client should for this reason wish to cancel, they must give us 14 days notice from the date printed on the surcharge invoice. Any currency fluctuations, as might be deemed to be in favour of the company do not entitle the client to any rights of cancellation.

Cancellation by Chimhavira Overland Safaris cc

Cancellation by Chimhavira Overland Safaris cc may occur at any time through 'Force Majeure'. In such an event we will offer alternative routing and dates to provide a holiday of similar standard and cost. Should the client not accept the alternative presented by us, we will refund all monies paid by the client (excluding alteration charges). In addition should we, for reasons outside of our control, be unable to offer the booked holiday we will offer an alternative route, date and 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 (excluding alteration charges). Provided we have used our best endeavours to comply with these booking conditions, we are not liable for any breach of contract or claim that may arise as a result of any inconvenience suffered by the client.

Alterations by Chimhavira Overland Safaris cc

It is sometimes necessary - owing to political or environmental changes, rescheduling of air routes and times etc - to change your planned itinerary. Should that occur, we will consult with you 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 offer a lower standard holiday than the one booked.

Our clients have the choice of (a) accepting the changed arrangements as notified or (b) cancelling the holiday. If choice (a) occurs, we will pay compensation on the scale shown below. However, if choice (b) occurs, we will refund all money paid (excluding alteration charges) and pay compensation on the scale shown below. Compensation is not payable as a result of 'Force Majeure'.

Notification of change compensation per passenger

- More than 56 days nil
- 29-56 days US\$10/R70
- 14-28 days US\$15/R110
- 0-13 days US\$25/R200

Flight delays are not considered to be alterations by us.

Cancellation by the Client

Notice of cancellation by the client must be made in all cases by writing and signed by the person who signed the booking form. Cancellation is effective from the date of receipt of such notice. Depending on when cancellation notice is received, the client will be subject to the charges shown below.

Notification of cancellation charge

- More than 42 days forfeit deposit and alteration charges
- 28-41 days 60% of total holiday price
- 15-27 days 80% of total holiday price

- 0-14 days 100% of total holiday price

Alterations by the Client

If the Client needs to change or cancel timings, flights, accommodation, dates or names of anyone in the party from that which was originally confirmed by us 42 days before departure, we reserve the right to charge US\$35/R350 per alteration required to cover the cost incurred. 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 us. We therefore cannot accept liability for any loss, damage or additional expenses and therefore no refunds for unutilised services or arrangements will be made.

Liability of Chimhavira Overland Safaris cc

We will not accept responsibility over things, persons or matters over which we have no direct control nor will we be held liable for theft of property, death, injury or illness caused to clients unless through our direct negligence.

Travel Insurance

Our clients must insure against cancellations and curtailment and for medical and personal accident and all other usual travel risks.

Wild Animals

As repeatedly stated in our literature, please be aware that your safari may take you into close contact with wild animals. We cannot be held responsible in the unlikely event that an attack should take place. It is not our responsibility to ensure the safety of our clients in terms of an attack, injury or accident outside of our control. However, general assistance shall be afforded to clients who through misadventure suffer illness, personal injury, or death arising out of an activity that they have booked through us.

Photographs

Photographs presented on our website are intended to give an overall impression rather than details of a specific place or person.

General

The facilities, local prices and amenities that we feature are mentioned 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 we cannot be held responsible.

Conditions of Vehicle Hire

1. Drivers must be 28 years and above, have at least 2 years driving experience and produce a valid licence free from endorsements.
2. Standard insurance covers 95% insurance cover for theft and collision damage with a refundable insurance excess of USD 1,000 per vehicle which our vehicle supplier takes as a deposit in the form of cash on collection of the vehicle.

3. Additional theft waiver insurance costs an additional USD 10 per day and cancels the entire excess in the case of theft. However, the client is liable for damage to tyres, windscreen, windows and lights howsoever caused. Personal property is not covered.
4. Collision waiver insurance costs USD30 per day, up to a maximum of USD 500 and reduces the insurance excess and deposit payable to USD 500 per vehicle in the case of collision damages. This is the maximum cover and the minimum excess available for collision damages and is non refundable.
5. Should any damage or loss occur to the vehicle or equipment as a result of the direct or indirect negligence, reckless, or malicious use of the vehicle or equipment by the client or any other person, then the client 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.
6. In event of mechanical defect or accident, Chimhavira Overland Safaris cc will endeavour to repair and or replace the vehicle at its entire discretion. We will not be liable for refunds due to mechanical breakdowns or defect or in the case of an accident.