



## **Foxes Safari Camps Terms & Conditions**

### **Standard Booking Terms and Conditions**

These terms and conditions apply to all bookings made for stays at any camp, lodge or hotel operated by Foxtreks Ltd, trading as Foxes Safari Camps and to any third-party services booked via Foxtreks Ltd.

If Foxtreks Ltd has explicitly agreed by signed agreement to conditions that divert from the below, such explicitly agreed conditions will prevail.

By requesting a booking with Foxtreks Ltd, the agent/client accept these terms and conditions.

### **Standard Booking confirmation:**

By sending a booking request, the agent/client confirms to have read these booking conditions and agrees to be bound thereto.

Foxtreks Ltd only accepts booking requests in writing/per email. Booking requests through telephone, skype or another form of communication are not accepted. Foxtreks Ltd will start to confirm the agent/client's arrangements upon receipt of a booking request and upon receipt of the agent/client's deposit payment. Confirmations will not be made for Foxtreks Ltd or other arrangements before the deposit payment has reached Foxtreks Ltd accounts under any circumstances.

Rooms are held upon receipt of a booking summary voucher which indicates the date upon which the provisional holding will automatically expire. No further notification will be made.

All quotations are subject to change based on availability at the time of confirmation.

A booking may only be confirmed following the provision of required information from the agent/client, including passport details for each traveller, ages of children, start and end connection details and the declaration of any dietary requirements.

If a booking is received without adequate information, the booking will not be confirmed until the full information is provided. Following the issuance of an invoice, the booking becomes a binding contract between Foxtreks Ltd and the party leader agent/client. The party leader agent/client becomes liable to make all payments for all travellers on the trip and any cancellation or amendment fees that may subsequently arise.

Bookings are not confirmed, and space is not held until a booking summary voucher has been issued. Details must be checked by the agent/client, and any errors notified in writing upon receipt, or it will be deemed as correct, and any changes will be at the cost of the agent/client. Foxtreks Ltd reserves the right to refuse bookings at its sole discretion and all bookings are subject to full compliance with these terms.

## **Deposits and Payments**

A deposit of 30% of the invoice amount (or greater if specified in the agent/client's quotation according to 3rd party deposit requirements, date of travel etc) must be received by Foxtreks Ltd in order to confirm the agent/client's travel arrangements and the remainder must be in one of Foxtreks Ltd accounts at least 30 days prior to the date of arrival (in accordance with the payment terms below). Provisional bookings are confirmed upon receipt of a 30% deposit unless otherwise agreed in writing prior to the booking being taken. Failure to make payment will result in the rooms being released and the booking cancelled.

Should Foxtreks Ltd receive a confirmed reservation request against space being held on a provisional basis we reserve the right to request confirmation or release of the held space within 72 hours.

If a booking is made within 30 days of the date of arrival will require immediate full payment of the invoice.

Notwithstanding the below cancellation policy and any other rights it may have, Foxtreks Ltd may release all arrangements in the agent/client's booking in the event of non-compliance hereof and may charge a penalty interest of 7.5% per annum on any overdue amounts (without becoming liable for damages). Any applicable bank charges are for the agent/client expense and Foxtreks Ltd is entitled to offset due amounts with any amounts received from or held on behalf of the agent/client on whatever grounds.

Payment should be made by bank transfer net of all bank charges, or by payment (surcharges apply). Cash payments are only acceptable with a prior written agreement.

Credit card payments will be accepted on condition that an administration fee of 3.5% is charged on the total amount processed.

## **Dietary Preferences and Requirements**

Any special dietary requirements, whether it be allergies, specific diets, or food preferences, should be provided at the time of booking. Due to the remote location of our properties, accommodating requests on-site at the last minute may be difficult. Please note that whilst every effort will be made to accommodate requests, our ingredients are sourced individually for each group and therefore advance notice for meal planning will ensure agent/clients' dietary preferences are planned for with fresh local produce.

## **Full Board Bookings**

There is separate driver/guide accommodation whereby traditional local food is provided. Should the agent/clients want their driver/guide to join them for meals, there is a charge for these additional camp/lodge meals. Should the agent/clients want their driver/guide to stay in guest accommodation, this will be at the applicable per-night rate.

Please note that we are unable to provide any picnic equipment, including chairs, tables, crockery, cutlery, and thermoses to full board bookings. Please ensure that they are brought in the vehicle if required.

## **Low and High Season**

High Season:

1st July 2023 - 31 October 2023

24th December 2023 - 31st December 2023

1st January 2024 - 4th January 2024

Low Season:

1st June 2023 - 30th June 2023

1st November 2023 - 23rd December 2023

5th January 2024 - 31st May 2024

## **Block/Group Bookings**

Tour operators/agents who wish to make block bookings should contact the marketing department in advance to discuss requirements. The number of rooms available for block bookings is restricted, therefore requests may be refused even though the hotel is not full. Bookings will be held provisionally without penalty until such a time that all other rooms in camp are booked and confirmed, or up to 90 days before the arrival date whichever is sooner. At this point, the tour operator will be given the opportunity to fully confirm their allotment with names of clients and a 30% deposit or put any unconfirmed rooms back onto an on request basis. After confirmation, the allocated rooms are treated as normal confirmed bookings, and are therefore subject to the usual cancellation fees.

## **Changes in Rates**

Under normal circumstances, Foxtreks Ltd wishes to respect agreed rates, but reserves the right to change the rates and terms at any time due to circumstances out of its control (such as, but not limited to, fuel prices, exchange rates, camping/concession fees, service levies or tax increases). In case of material changes caused by government bodies and/or other similar bodies that cannot be influenced by Foxtreks Ltd that would lead to severe losses endangering

economically sustainable operations, it reserves the right to also change the rates on confirmed and paid bookings. Any 3rd party rate increases after confirmation - such as, but not limited to, changes in prices of road transfers - will be fully payable by the agent/client. In the event of a major error having occurred in our quotation whereby we have significantly undercharged for a trip, we reserve the right to withdraw our offer.

Foxtreks Ltd will do its utmost to assist in minimizing the disruption of itineraries booked through Foxtreks Ltd in case of cancellations, changes or delays due to any of its 3rd party service providers, however, any costs incurred in relation thereto will be borne directly by agent/client.

## **Cancellation or No Show**

Cancellations or amendments of Bookings must be received by Foxtreks Ltd in writing/per email to be effective. In the event of cancellation or amendment of a booking after confirmation, the following policy will apply:

- From Confirmation up to 30 days prior to arrival - 30% of the invoice amount (the non-refundable deposit) will be payable
- 30 to 7 days prior to arrival - 50% of the invoice amount will be due and payable
- Between 7 days and 48 hours prior to arrival - 75% of the invoice amount will be due and payable
- Less than 48 hour's notice – 100% of the invoice amount will be due and payable
- No refunds will be made in case of late arrival or no show

No amount over and above the deposit amount will be due and payable if, upon reasonable proof, the customer is unable to honour his/her booking due to the death or hospitalisation of the person for whom, or for whose benefit the booking was made.

Should the agent/client wish for us to process a refund, the cost of the transfer fees will be charged in addition to the applicable cancellation charges. Foxtreks Ltd reserves the right to appoint recovery agents to act on behalf of them in case of default. The cost and consequences of appointing such recovery agents to recover the defaulted amounts will be the agent/client's responsibility.

## **Currency**

All prices and rates are quoted and invoiced in US\$ and all payments must be made in US\$. Payment in other currencies will only be accepted by pre-arrangement.

## **Visa Requirements**

Visas may be required to enter Tanzania. It remains the sole responsibility of the client to have a valid passport, visa, permits, travel documents, vaccinations, and any other relevant medical certificates. Foxtreks Ltd will not accept any responsibility should a client be refused entry due to incorrect or incomplete documentation. Please visit <https://www.tanzania.org.za> or <https://eservices.immigration.go.tz/visa/>.

## **Insurance**

Agent/clients are advised to obtain comprehensive travel and health insurance for the duration of their trip to Tanzania. Foxtreks Ltd shall not be held responsible for any accident, loss, illness, theft, and personal injury. It will also not accept responsibility or be liable for inconveniences or financial implications of any sort arising from any accident on the lodge/camp premises during the client's stay.

By booking with Foxtreks Ltd, the agent/client specifically accept the responsibility to ensure, and warrant, that all travellers under the booking are individually and adequately insured (also considering the inherent risk involved in going on safari and travelling in wildlife areas) for amongst others, cancellation, medical assistance, evacuation, damages, and repatriation. While every care is taken to ensure the health of our clients, Foxtreks Ltd accepts no liability if an agent/client contracts COVID-19, or any other illness, during their travels in Tanzania.

The agent/client hereby confirms that they and other travellers under the booking are obliged to, and guarantee that they will, sign a customary indemnity form including their medical insurance details upon arrival. The agent/client is aware of and agrees to the contents of such form.

## **Staying at a Foxtreks Ltd Camp or Lodge**

Clients must exercise proper care when staying in National Parks and Foxtreks Ltd camps and lodges. Wild animals are free to wander around the camps and lodges in National Parks and no liberties should be taken. Children should be supervised at all times.

Clients undertake all activities in all locations at their own risk, and when asked to do so must be prepared to sign indemnity forms/disclaimers on arrival and for specific activities.

Water in taps is not suitable for drinking. Clients should also note that water is pumped straight from the ground and may well be discoloured.

Power is provided by generators or solar systems, for lights and recharging batteries. Power is not available for hairdryers or any other electrical equipment. The power will be on at set times and the lights may not stay on all night. The times will be published by each camp/lodge.

Water is heated by solar energy, therefore hot water may be limited during prolonged periods of heavy clouds and rain and in the early morning.

Laundry is provided free of charge, but may be hand washed and is sun-dried, therefore delicate items should not be put into camp laundry.

Whilst efforts will be made to trace and return lost property to its owners, any costs incurred must be paid by the agent/client.

## **Check-in and Departure Times**

Check-in is available from 14:00 onwards on the day of arrival, and the vacating of rooms on the day of departure is required by 10:00. In the event of late departures/early arrivals, unless otherwise agreed in writing with Foxtreks Ltd, additional costs/fees will be incurred as set out below:

**Game Package:** Park fees are paid for 24-hour periods. On the day of departure, should the guests wish to stay in camp past the time which they arrived on arrival day, an additional day of park fees will be charged.

**Full Board & Game Package:** Each night of stay includes one breakfast, lunch, and dinner. Should the agent/clients arrange with Foxtreks Ltd for travellers to arrive in camp before lunch, then lunch is not provided on the day of departure unless an additional lunch is booked. Should the agent/client arrange for travellers to arrive in camp after lunch, then the clients are eligible for lunch on the day of departure.

**Low Season:** Should the agent/clients request for travellers to settle into their rooms before check-in time, or remain in their rooms past check-out time, this can be arranged (but not guaranteed) depending on the availability of rooms. Should a guarantee be requested, there will be a charge of 50% of the applicable per-night rate, subject to availability.

**Peak Season:** Should the agent/clients request for travellers to settle into their rooms early, or remain in their rooms past check-out, there will be a charge of 75% of the applicable per-night rate, subject to availability.

Unless otherwise notified, guests will not be expected for lunch on the day of arrival. Foxtreks Ltd retains the right to deny early entry into rooms and late vacating of rooms for any reason.

## **Travelling with Children**

**Peak Season:** Families travelling with children aged 10 or below are required to book a private vehicle, subject to availability and normal rates. If the private vehicle is not available, we may not be able to accommodate the booking.

**Low Season:** Families travelling with children aged 10 or below are subject to a charge of 50% of the private vehicle rate but game drives will follow the scheduled game drive times only. Should full private vehicle conditions want to be booked, this will be at the full rate.

## **Complaints**

Any complaints concerning accommodation, food and beverage, service or any other issues relative to the lodge or camp must be reported to the manager on-site. Following that, any dissatisfaction arising with the handling and resolving of the complaint on-site must be lodged in writing to Foxtreks Ltd no later than 7 days after the travellers' departure.

Feedback forms are provided for every guest on departure and will be referred to in any instance of a retrospective complaint. Any complaint made will be investigated in full, but lack of prior notification will be taken into account.

## **Force Majeure**

Foxtreks Ltd will notify agent/clients as soon as practicable when it is affected by a Force Majeure. Foxtreks Ltd shall not be deemed to be in breach of the agent/client's booking or these conditions or otherwise be liable to the agent/client, by reason of delay in performance, or by non-performance, of any of its obligations hereunder to the extent that any such delay or non-performance is due to any Force Majeure. If Foxtreks Ltd is affected by Force Majeure it shall be entitled to, on its sole discretion, cancel or vary any arrangements or itinerary in relation to the agent/client's booking. Payment of any refund by Foxtreks Ltd as a result of the non-performance of any of its obligations hereunder shall remain its sole and absolute discretion. It being understood that Foxtreks Ltd shall use its reasonable endeavours to reimburse the agent/client where possible.

“Force Majeure” means, in relation to Foxtreks Ltd, any circumstances beyond its reasonable control (including, but without limitation, war or threat of war, sabotage, civil disturbance, or requisition, acts of God, fire, accident, flood or explosion, sickness, quarantine, Government intervention, weather conditions or other untoward occurrences).

World weather conditions are changing and we do not accept any responsibility for any unexpected weather conditions which may affect the enjoyment of the agent/client's holiday.

## **Health and Entry Requirements**

The agent/client ensures and warrants that each member of the client's party travelling has complied with the necessary visa and health requirements to cover all countries and dates that the client is travelling with or booked through Foxtreks Ltd. It is the sole responsibility of the client that the required travel documents and health precautions are obtained. While every care is taken to ensure the health of our clients, Foxtreks Ltd accepts no liability if a client contracts COVID-19, or any other illness, during their travels in Tanzania.

## **Photography and Marketing**

Foxtreks Ltd reserves the right without giving further notice, and the agent/client hereby permits us, to make use of any photographs or films produced by ourselves during the client's stay with us for general publicity purposes without payment or permission.

Communication information such as email and phone numbers, are kept confidential by Foxtreks Ltd but can be used by Foxtreks Ltd for communication purposes.

## **Disputes and Governing Law**

These booking conditions and each booking are governed by the law of the country of incorporation of Foxtreks Ltd entity in whose name the agent/client has to make payments in accordance with these conditions. Any claims in relation to a booking or these conditions (including reservations, payments) should be made in writing/email to Foxtreks Ltd as soon as possible, but in any case within 10 days of its occurrence, to allow us to assist in solving the

issue jointly in good faith. Additionally, any claims or complaints in relation to our service need to be made immediately upon its occurrence by the agent/client to camp management or the agent/clients contact at the Foxtreks Ltd sales office, to allow for an adequate solution of the matter.

Any disputes in relation to these conditions or a booking that cannot be resolved amicably will be brought to the competent court of the country of incorporation of the Foxtreks Ltd entity in whose name the agent/client has to make payments in accordance with these conditions.

Failure of Foxtreks Ltd to enforce any provision of these booking conditions shall not constitute a waiver of such provision or affect Foxtreks Ltd right to enforce that or any other provision in the future. If any provision of these booking conditions is rendered void, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.