

# Terms & Conditions

Maleki Tours&Safaris purchases its accommodations, restaurant services and other services from various independent suppliers that are not subject to Maleki Tours&Safaris' control. All such persons and entities are independent contractors. However, we ensure that the suppliers we contract have the licenses required under the laws of the land, and possess the required Health & Safety Certificates.

#### 1.Prices

- 1. 1. The price agreed upon in the package travel agreement is barring subject to material error fixed and all our services are included, except those that can only be paid for on the spot in cash, due to local regulations.
- 1.2. The price is mentioned per person, unless clearly specified otherwise.
- 1.3. The prices include transfers from the airport of arrival to the accommodation, transport in the destination country unless clearly specified otherwise, stay in a hotel with meals as described in the programme, activities as described in the programme.
- 1.4. Prices offered orally or via telephone are always with a proviso. Only written quotations are valid.
- 1.5. No costs are connected to requests of quotations, regardless whether they result in a confirmed booking or not.
- 1.6. Manifest material errors in the price quotation are non-binding and can be rectified.

#### 2. Tour Price Exclusions

Your tour cost does not include: air transportation (unless specifically stated as included), visa fees, any immunizations (if required), health certificates, airport taxes and country departure taxes (if applicable), all items of a personal nature: beverages and meals not specified, tips for tour escorts and driver guides, excess baggage charges, insurance, excursions not included on the itinerary, laundry, room service and any other items/services not listed on your confirmed itinerary.

#### 3. Quotations

The traveler accepts that the pre-contractual information that he or she has been given can be amended before sealing the package travel agreement. Prices include planning, handling and operational charges and are based on current rates of exchange, tariffs and taxes. The traveler accepts that our quotations, unless agreed upon otherwise, are always 'upon request and subject to availability and confirmation. Maleki Tours&Safaris reserves the right to increase programme prices to cover increased costs, tariffs, taxes and V.A.T. received after prices are published, and to reflect fluctuations in foreign exchange markets. Maleki Tours&Safaris is under no obligation to give a breakdown in costs involved in any programme. Quotations are valid for 14 days.

## 4.Deposit

Unless agreed otherwise a deposit of 25% will be required to confirm a booking, to be increased with the premium (full amount) of the travel insurance (if applicable) and/or the price of domestic and/or international flights. Unless specified otherwise the deposit should be paid upon reservation. In case the booking includes an international flight the amount for the flight should be paid immediately when making the reservation. The full payment of the flight(s) is a requirement to release the tickets. The balance is due ultimately 4 weeks before the start of the trip (unless stated otherwise).

#### 5. Passports

It is the traveler's responsibility to ensure that all their visa and passport requirements are met. All travelers should be in possession of a passport that is valid for at least six months beyond their entry date. Visas may be required for most passport holders. However, it is suggested that you consult your local Consulate/Embassy on visa requirements. Also children need an international passport. Children who are not accompanied by their parents need to present documents which state that their parents grant permission to travel alone and whereby date of arrival and departure from the involved country is mentioned, as well as the address where they will spend their holidays and their address in their country of residence.

### **6.Travel Insurance**

- 6.1. We strongly recommend that you purchase a travel insurance policy for the duration of your tour in case there are any unforeseen circumstances e.g. delayed luggage, cancellation of flights leading to loss of holiday time, loss of personal effects and other factors that may lead to the cancellation of your tour.
- 6.2. Hospital costs, doctor costs, funeral costs and repatriation expenses should be covered in an acceptable way.
- 6.3. In case of loss or damage of luggage during the air transport the traveler should fill out a property irregularity report at the department lost luggage of the airport. Without this

document it is not possible to get a refund. For other transport a written statement should be asked from a staff member.

#### 7.Health

Health regulations for some countries visited may require proof of inoculation and/or vaccination certificate. Such certificates should be in your possession throughout the entire tour. It is our recommendation that you consult your personal physician for additional information. Maleki Tours&Safaris will not be held liable if you do not have proper vaccinations/inoculations.

#### 8.Timetables

Accommodations including arranged game drives or excursions are subject to change if impeded by unforeseen circumstances or circumstances beyond Maleki Tours&Safaris' control. Every effort will be made to operate itineraries as planned, but alterations may occur after the final itinerary has been issued. Maleki Tours&Safaris also reserves the right to withdraw a program, or any part of it, to make alterations to the itinerary or the program inclusions as it deems necessary or desirable, if delays or events beyond its control apply.

## 9. Special Requests

Specific requests such as adjacent or connecting rooms, bedding requests, smoking rooms and special dietary needs should be advised at time of booking. Please note that every effort will be made to secure a special request, however, it cannot be guaranteed.

### **10.Cancellation Charges**

- 10.1. In the event of written cancellation, the following forfeiture of programme costs will be assessed based on the number of days prior to programme departure that the cancellation was received. All amounts are indicated per person.
- \* more than 60 days prior to arrival: 10% of the payable amount and non-restitutional payments to third parties
- \* 59-30 days prior to arrival: 25% of the payable amount and non-restitutional payments to third parties
- \* 29-8 days prior to arrival: 50% of the payable amount and non-restitutional payments to third parties
- \* 7-3 days prior to arrival: 75% of the payable amount and non-restitutional payments to third parties
- \* 48 hours or less prior to arrival: 100% of the payable amount and non-restitutional payments to third parties

- 10.2. Changes to an already booked trip are accepted subject to payment of the normal price change
- 10.3. Insurance premiums, visa costs and flight tickets are never refundable.
- 10.4. A flight ticket that is already issued cannot be changed.

### 11.Liability

- 11.1. The information included in this document is based on the information available to the organiser until six months before publication. In case of any amendments in exploitation, facilities and services of the offered products the organiser will communicate the changes immediately after having been informed.
- 11.2. The services of the organiser start and end on the airport of destination, unless explicitly described differently in the purchase order.
- 11.3. The organiser points out if any of your travel plans do not correlate completely with the advice given by the official authorities. Nevertheless, it remains your own responsibility to decide to which extent you wish to keep this into account during your trip.
- 11.4. The organisor cannot be deemed responsible for the behavior of wild animals.
- 11.5. Maleki Tours&Safaris can never be held accountable for the proper execution of travel services that are not explicitly mentioned in the package travel agreement (and so the purchase order) and that the traveler booked on-site (like excursions or extra activities).
- 11.6. During the organization of the tour Maleki Tours&Safaris is not responsible for unforeseen circumstances caused by force of the majority, such as unforeseen changes in regulations, delays or cancellations of flights, accidents, strikes, epidemics, weather circumstances, war and other examples of which the list is non-exhaustive. All consequences are for the expense of the traveler.

### 12.Complaints mechanism

- 12.1. The traveler should, in an evidentiary way, acknowledge to notify the organiser of every non-conformity that he or she experiences during the implementation of the package travel contract.
- 12.2. The countervalue of not obtained services will only be recompensated provided that the traveler presents a written attestation from the involved service supplier wherein the services that the traveler didn't obtain are preciously described.
- 12.3. Complaints must be reported immediately to the Maleki Tours&Safaris representative and to the supplier of the service in question, who will do their best to resolve the matter. If the problem is not solved to the client's satisfaction, the complaint should be reported in writing and not later than 30days after the completion of the tour.

### 13. Mobility and health

13.3. For reasons depending on the character of the trip and destination travels are typically less

or not suitable for persons with limited mobility. It goes without saying though that we are happy to check out the possibilities to organize a trip as inclusive as possible, taking into account the possibilities on the place of destination and the type of the trip.

- 13.2. Maleki Tours&Safaris doesn't have medical authority. The traveler needs to contact his doctor him- or herself and gather the necessary information regarding health formalities on the chosen destination. For accurate and detailed information we refer you to a travel clinic in your home area.
- 13.3. The traveler declares that on the moment of admission there are no health risks to be reported.
- 13.4. Specific points of attention such as diabetes, asthma, etc. need to be reported to Maleki Tours&Safaris latest at the moment of registration of the trip.
- 13.5. The traveler declares that he or she is able to undertake the chosen trip medically and psychically.

## 14. Confirmation of agreement and reception of legally mandatory documents

Payment of deposit or payment of the full amount confirms that the traveler agrees with the order as described in the purchase order and with the general and specific conditions attached.

## 15. Amendments specific conditions

Maleki Tour&Safaris retains the right to change the specific conditions any time.

Last update of the specific conditions: 12th of February 2022

Thank you for taking the time to read these Terms & Conditions. I you have any questions, please do not hesitate to contact us.