



KILIMANJARO / SAFARI TOUR - BOOKING TERMS & CONDITIONS

Free Spirit Adventures - Travel Managers – Maasai Wanderings

This tour is being arranged, co-ordinated and escorted by Free Spirit Adventures (FSA) in collaboration with the following Agents and Providers (A & P): Maasai Wanderings and our licensed Travel Manager - Andrea Turner (license #31668806)

BOOKING & DEPOSITS

1. To reserve a place on this tour, you must complete and return a Trip Booking Form to gabrielle@freespiritadventures.com.au or fax or post the form to: Free Spirit Adventures 17 Kent Avenue Seacombe Gardens SA 5047 [fax 08 8377 3963]. You will then be invoiced for a **\$500 Deposit** to be paid to *Free Spirit Adventures*. **Returning the form and paying the booking fee will secure your place on the trip.**

**The booking fee is refundable only if the requested itinerary or similar cannot be confirmed.*

**The itinerary and price is subject to change up until such time as the booking is confirmed.*

By completing the form and checking the box to indicate that you have read, understood and accepted the booking conditions & risks associated with this adventure; you are agreeing to these terms & conditions.

2. Once your itinerary is confirmed you will be required to pay a non-refundable **Confirmation Fee of \$1500.00**. [If the deposit is not paid within 14 days, your booking cannot be guaranteed.]
3. Additional deposits may be required by airline and other ground operators and these will be advised upon confirmation of the arrangements.

FULL PAYMENT

The final balance of payment for this tour must be received in full 100 days prior to departure from Australia. If full payment is not received by this time, late payment fees or cancellation of your booking may result.

MINIMUM NUMBERS

The total tour cost per person is based on a minimum number of 10 passengers.

If minimum numbers have not been filled 100 days prior to departure, the tour may be subject to re-costing or cancellation.

Should group numbers be such that a single room is required, then a **single supplement** may be charged.

CREDIT CARDS

Some charges can be made using credit card for flights and travel insurance paid to our Travel Manager.

An additional 1-2% service fee may be applied for use of Credit Cards. This fee is non-refundable.

Deposits and confirmation fees must be paid by electronic funds transfer.

CANCELLATIONS AND REFUNDS - LAND ARRANGEMENTS

If it is necessary to cancel your holiday the following cancellation fees per person per arrangement apply.

Over 100 days prior to departure - Deposits and confirmation fee is non-refundable

100 days or less - 100% of tour cost is non-refundable after this time.

**We require you to have adequate insurance to cover you against unexpected cancellation.*

Cancellation fees cannot be waived. In addition, should the cancellation of an individual affect the remaining passengers' tour prices, we reserve the right to apply any costs, single supplement etc, to the total cost.

CANCELLATIONS AND REFUNDS - AIR ARRANGEMENTS

Cancellation fees will apply as required by airlines regulations and will vary dependent upon the type of airfare utilised. Airfare prices and conditions are subject to change or withdrawal without notification until ticketed. Full payment is required before tickets can be issued. FSA and A&P cannot be held liable for any increases in prices or changes in the rules and conditions. Foreign currency airfares and airport taxes may fluctuate and are subject to the rate of exchange on date of ticket issue. Increases in airport taxes are not the responsibility of FSA and A & P These can be imposed up to departure.

If we cancel your trip:

If we are forced to cancel your trip for reasons beyond our reasonable control ("force majeure") we will offer you the choice of a full refund of any monies paid or an alternative trip. The Company will accept no liability for any costs incurred by you for anything other than the monies paid to us for the trip.

In addition to the charges above, should the cancellation of an individual affect the remaining passengers tour prices, we reserve the right to apply any costs, single supplement etc that is incurred, to the total cost of the tour.

Regrettably cancellation charges cannot be waived. There will be no exceptions. There are no refunds on unused services after departure from original city.

NOT INCLUDED IN THE TOUR COST

Visas, insurance, excess baggage over 20kg (international), extra meals, laundry, drinks, souvenirs & items of a personal nature. Any pre-paid airfare taxes & surcharges are clearly identified if not included in the tour.

PASSPORT VISA AND VACCINATIONS

It is mandatory that you familiarise yourself with any visa and health requirements that may be applicable in the countries you are visiting. You are responsible for all entry exit health and any other documents required by laws regulations orders demands or requirements of countries visited or transited. Please note that passport and visa requirements are not the responsibility of FSA and A & P These parties cannot be held liable for any loss or expense due to the failure to comply with the above.

MAASSAI WANDERINGS – TERMS, CONDITIONS & ACKNOWLEDGEMENT OF RISK

Maassai Wanderings (herewith called the Company) accepts bookings subject to the following conditions.

The contract

Your contract is with Maasai Wanderings Ltd ("the Company") of PO Box 14035, Arusha, Tanzania. The terms and conditions of all agreements made with the Company shall be subject to and governed by Tanzanian Law. When making a booking you accept that you have read and understand all the booking conditions and agree to abide by them.

Making a booking

We require a completed booking form and a deposit of \$1500 AUD per person. A contract exists when we issue written confirmation of your booking. We reserve the right to refuse any booking at our discretion.

Paying for the trip

The full balance of payment is due 100 days before the departure date of any trip. If this balance is not received the Company reserves the right to treat your booking as cancelled. Travel costs may be affected by external factors beyond our control such as exchange rates, National Park Fees and government imposed taxes. We reserve the right to impose any such surcharges on the cost of the trip. However should any such increases be greater than 5% you will be informed and may cancel your trip within 7 days of notification and be entitled to a full refund of any monies paid.

Itinerary changes

Whilst we will make every reasonable effort to adhere to our itineraries you must realize that the nature of adventure travel in Africa may require changes in travel plans for which the Company accepts no responsibility. If you request or require itinerary changes you may be liable for any costs we incur to facilitate these (see Insurance below).

Acceptance of risks

Adventure travel in Africa involves a degree of risk. Such risks may include amongst others, injury, death, disease, accident, loss of property, inconvenience, delays and discomfort. Please understand that you must accept these potential hazards and that the Company, Free Spirit Adventures and Travel Managers will not be liable for any such risks or claims. The Company, Free Spirit Adventures and Travel Managers will also not be liable for the consequences of strikes, industrial action, wars, civil strife, terrorist activity, adverse weather conditions, natural disasters, other untoward occurrences or any uninsured losses of your property.

Insurance

You must be adequately insured for any trip as a condition of booking. This should include cover for personal accident and medical expenses, including repatriation, and you are strongly advised to include cover for cancellation, curtailment and loss of property. Please carry a copy with you on the trip and leave a copy with a relative in your country of origin.

Trip leaders

Our leaders and guides are there to ensure your trip runs as smoothly as possible. They will at all times be acting in the best interests of the group. Should the behavior of any member of the group jeopardize the safety and well-being of the group, the leader, or other company representative, may ask that member to leave without recourse to any refund. By signing the booking form you indicate acceptance of the leader's authority to make such decisions affecting the group and individuals.

Complaints

If you have any complaint against the Company, Free Spirit Adventures or Travel Managers you should in the first instance inform the trip leader or relevant company representative whilst on the trip so that the complaint may be addressed at the time, and where possible dealt with to your satisfaction. Any further complaint must be made in writing to the Company, Free Spirit Adventures or Travel Managers within 14 days of the end of the trip.

CONSULAR ADVICE

Official travel advice issued by the Australian Department of Foreign Affairs and Trade is available by calling (in Australia) 1300 555 135 or visiting their website www.dfat.gov.au. We recommend that you review this information both prior to making your booking and prior to departure.

ACCEPTANCE OF BOOKING CONDITIONS

1. By ticking the box on the booking form or signing this document, you acknowledge that you are aware that taking part in adventurous activities in remote locations brings with it certain inherent risks including possible personal injury and that the tour providers cannot eliminate these risks without undermining the adventure experience or the reason for taking part. You acknowledge that you are prepared to accept such inherent risks and personal injury that may occur on a trip of this nature. At the same time, you agree to take out personal travel insurance that will cover personal injury (including search and rescue) should any accident happen to you whilst partaking in these adventure activities. You accept that you are empowered to ask for any information that may help you to understand the inherent risks involved in the activity (ies).
2. You understand that individual adventure activities may require you to take part in continuous, moderate exercise for several hours. You believe that you are capable of this and you undertake to inform the tour providers of any medical conditions that you feel they should be aware of. You also undertake to inform the tour providers of any factors that may affect your, or anyone else's safety. You understand that this document is not a disclaimer and in no way affects the 'duty of care' that the tour providers must demonstrate.
3. In the unlikely event of personal injury, you understand that the tour providers can only be held responsible for that that is 'foreseeable' by a 'reasonable' person possessing the level of expertise that the tour providers staff have, as laid down in Peruvian law.
4. Our trips are often documented by camera and video. Tick this box if you do not wish the tour providers to use your image on their website and related social media:

Full Name:

Signature:

Date:

For more information, please email: gabrielle@freespiritadventures.com.au or mobile: 0414 410 963